BOARD OF PUBLIC WORKS

2021 RESOLUTION BOOK – 108

JANUARY 1, 2021 - DECEMBER 31, 2021

Date	Imp Res #	Project name/Description	Presenter
January 2021			
1-5-2021	83536	Airport Expressway and Ardmore Avenue Stormwater	Nathan Baggett
1-5-2021	83711	Barr Street Flood Gate & CSO 029 Gate	Emily Grabill
1-26-2021	0519U	2021 ADA Ramp Package	Nick Jarrell
1-26-2021	0520S	2021 Barrett Package	Nick Jarrell
1-26-2021	0521S	2021 Miscellaneous ROW Concrete Package.	Nick Jarrell
1-26-2021	0522S	2021 Sidewalk Trip Hazard Elimination	Nick Jarrell
1-26-2021	0523P	2021 Tree Removal Package	Nick Jarrell
1-26-2021	0524P	2021 Guardrail and Attenuator Replacement Package	Nick Jarrell
1-26-2021	108-1-26-21-1	Vacation of Sewer Easements and Certain Abandoned Sewer Mains in Conjunction with the Illinois Crossing	DeWayne Nodine
1-26-2021	107-1-26-21-2	Acquisition of Lot Numbers 458, 459, and 460 in the Belmont Addition	Seth Weinglass
1-26-2021	83748	Mayfield Rd Stormwater Improvements and WME	Veronika Meyer
Feb 2021			
2-2-2021	66936	3RFP, Plant 1 Primary Weir Replacement	Jim Woodruff
2-2-2021	66999	Plant 1 South Window Replacement	Zak Katter
2-2-2021	76878	Coldwater Rd Force Main Redirection	Nathan Baggett
2-2-2021	108-2-2-21-1	On-Call Emergency Excavation Services	John Clark
2-2-2021	108-2-2-21-2	Disposal of a City-Owned Real Property @ 6218 Deer Track Cove in Auburn IN	Seth Weinglass
2-2-2021	83702	Colonial Heritage Water Quality	Michael Saadeh
2-9-2021	76916	WPCP Wet Weather Pump Station Coarse Screen Cleaning Ph II	Zak Katter
2-9-2021	76932	WPCP Pond Capacity Restoration Phase III	Zak Katter
2-16-2021	0447D	Alley E Pontiac, Colerick, Lillie, S Anthony	Dan Shaw
2-16-2021	0487A	2021 Resurfacing Pkg Southeast	James Reitz
2-16-2021	0498C	Sherwood to Pettit Neighborhood Concrete Repairs	James Reitz
2-16-2021	67020	Wheelock & Eby WME	Austyn Smedberg
2-23-2021	0489C	Springwood-Orchard Woods Concrete Repairs Ph 2	Tim Byer
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3-2-2021	76801	Tillman/Calhoun LS – Conversion to Submersible	Matt Grieger
3-9-2021	0279R	Dupont Rd Trail – Coldwater to Pine Mills	Dawn Ritchie
3-9-2021	0384B	Brick Alley: Wayne, Washington, College, Rockhill	Brian Kiess
3-9-2021	0485A	2021 Resurfacing Pkg Northwest	Greg McDirmit
3-9-2021	0492C	Burning Tree Concrete Repairs	Greg McDirmit
3-9-2021	0509B	Brick Alley: Creighton, Webster, Taber, S Harrison	Greg McDirmit
3-9-2021	0532X	Main St Bridge Lighting Imp	Herb Berg
3-16-2021	0488A	2021 Resurfacing Pkg Southwest	Dan Shaw
3-16-2021	108-3-16-21-1	Signatory Authorization of Utility Staff for St Revolving Fund	Ben Groeneweg
3-16-2021	108-3-16-21-2	Emergency – 10105 Coldwater Rd Septic Elimination	Eric Steinman
3-23-2021	0435D	Alley Foster Pkwy, W Branning, S Wayne & Arlington	Ezra Broman
3-23-2021	0456D	Alley Broadway, Beaver, W Oakdale, Illsley	Brian Kiess
3-23-2021	76876	Coverdale Imp Mechanical & Wet Well	Tom Pallone
3-23-2021	108-3-23-21-1	Sale of ROW Designated Nuttman Ave	Seth Weinglass

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4-6-2021	0510B	Brick Alley: Wayne, Washington, Jackson, Union	James Reitz
4-6-2021	67032	Wells & Wallywood WMR	Austyn Smedberg
4-6-2021	83776	FW Fire Dept E Dwenger Training Facility Expansion	Eric Steinman
4-6-2021	108-4-6-21-1	2021-2023 SUE On-call Services	Eric Steinman
4-13-2021	0238P	2021 Flood Buyout Demo 6 homes	Patrick Zaharako
4-13-2021	0286C	Nordhome Ave Concrete Repairs	Matt Ramsay
4-13-2021	0446D	Alley: Mckinnie, Lexington, S Calhoun, S Clinton	Brian Kiess
4-13-2021	0458A	Vance Ave St Repairs	Tim Byer
4-13-2021	83694	Lincolndale Stormwater Phase I	Anne Marie Smrchek
4-13-2021	108-4-13-21-1	Emergency -4211 Clubview Dr Sewer Repair	Khylei Myers
4-20-2021	0408A	Parnell Ave Road Improvements	Greg McDirmit
4-20-2021	0499P	South Hanna Street Retaining Wall	Dan Shaw
4-20-2021	83607	Blackhawk Addition Sections III, V, VI	Charlie Cochran
4-20-2021	108-4-20-21-1	Classification of Regulated Drains under the jurisdiction City FW Stormwater Board	Brandon Almas
4-20-2021	108-4-20-21-2	Public hearing Acceptance of PER	Ben Groeneweg
May 2021			
5-4-2021	0555L	2021 City Wide Street Lighting	Herb Berg
5-4-2021	0575L	2021 Street Lighting On-Call	Herb Berg
5-4-2021	76883	Water Pollution Control Plant HSW Feed Separation	Zak Katter
5-4-2021	108-5-4-21-1	Acquisition of Temporary Construction Easement at 3214 Wakashan Place by Administrative Condemnation	Seth Weinglass
5-11-2021	66969	Ardmore Network Connection: Covington to Forest Ridge	Adama Samba
5-11-2021	83644	3825 Meyer Road Stormwater	Eric Steinman
5-11-2021	83694	Lincolndale Stormwater Imp Phase 1	Michael Saadeh
5-18-2021	0581X	Hale Street Bridge Emergency Repair	Kelly White
5-18-2021	67127	O'Day Rd: Macbeth Passage South to Veterans Memorial	Ben Gensic
5-18-2021	83474	5208 Vance Ave Storm Drainage	Kristen Buell
5-18-2021	83695	North Anthony Stormwater	Matt Grieger
5-25-2021	0441C	Greater McMillen Park Concrete Street Repairs, Phase 4.	Dan Shaw
5-25-2021	108-5-25-21-1	Intergovernmental property transfer of 2211 Fairfield Ave	Chris Carmichael
June 2021			
6-8-2021	0494C	Copper Hill Concrete Street Repairs	Brain Kiess
6-8-2021	0588L	Woodhurst Addition Pole Rehabilitation, Phase III	Herb Berg
6-8-2021	0590N	High Street Lighting	Herb Berg
6-8-2021	108-6-8-21-1	Dedication & Acceptance of Sanitary Sewer Main	DeWayne Nodine
6-15-2021	0315A	Pettit-Rudisill Neighborhood Pavement Conversion Phase 1	Greg Kreiger
6-15-2021	0490C	Brandonwood Concrete Street Repairs	Ezra Broman
6-15-2021	67128	Filtration Plant North/South Lime Storage Roofing 2021	Jim Woodruff
6-15-2021	76978	Biosolids Building Roof 2021	Jim Woodruff
6-15-2021	83701	Hazelett Road Smart Ditch Replacement	Khylei Myers
6-15-2021	108-6-15-21-1	Long Range Plan for Reconstruction, Maintenance, and Vacation of Regulated Drains Under City Jurisdiction	Veronika Meyer
6-22-2021	0582L	Covington Bluffs Lighting	Herb Berg

6-22-2021	0583N	Summit Trail Lighting Improvements, Phase II	Herb Berg
6-22-2021	0585S	2021 Right of Way On-Call Project	Nick Jarrell
6-22-2021	108-6-22-21-1	Confirming Initial Resolution #108-5-4-21-1 and Awarding Damages for Administrative Condemnation Temp Easement	Seth Weinglass
6-22-2021	108-6-22-21-2	Signatory Authorization for Indiana Department of Transportation Agreements.	Patrick Zaharako
6-29-2021	0548D	Alley: Kinnaird, W Packard, Fairfield, and South Wayne	Greg Kreiger
6-29-2021	76802	WPCP MCC-P1 Replacement 2021	Steve Williams
July 2021			
7-13-2021	0383B	Brick Alley: Berry, West Wayne St, Jackson St, and Union St	James Reitz
7-13-2021	0493A	White Oak Avenue Concrete Street Repairs	Matt Ramsay
7-13-2021	0564D	Alley: Irene Ave, Goshen Ave and Hensch	Matt Ramsay
7-20-2021	0315C	Pettit-Rudisill Neighborhood Concrete St Repairs Phase 1	Greg Kreiger
7-20-2021	0497C	Harvester Community Concrete Street Repairs Phase 1	Dan Shaw
7-20-2021	83843	Science Central Rain Garden Replanting	Veronika Meyer
7-20-2021	108-7-20-21-1	Intent to Sell - located at 14511 Covington Rd	Seth Weinglass
7-27-2021	0568D	Alleys: East Masterson, E Williams St, Clinton St, S Calhoun	Bob Widner
7-27-2021	66831	Raw Water Supply Improvements	Nick Till
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8-3-2021	0181S	Rothman Rd Sidewalk Connection	Matt Ramsay
8-3-2021	108-8-3-21-1	Sustaining Damages Awarded in Res #108-6-22-21-1 for Admin Condemnation of a Temp Easement	Seth Weinglass
8-3-2021	108-8-3-21-2	Purchase of 14 parcels for the Ludwig Rd Relocation #0040A	Patrick Zaharako
8-10-2021	67019	Water Main Replacement @ Reed, Old Maysville & Lake	Emily Grabill
8-10-2021	108-8-10-21-1	Emergency -831 Woodview Blvd. Combination Sewer	Eric Steinman
8-17-2021	76173	River Intrusion Flap Gates	Michael Saadeh
8-24-2021	0542D	Alley East/West: Lasselle, Buchanan, S. Hanna and Warsaw	Ezra Broman
8-24-2021	66912	FLP Settling Tank Walkways	Jim Woodruff
8-24-2021	108-8-24-21-1	Animal Care & Control Roof Replacement.	Claudia Foss
8-31-2021	76585	Water Pollution Control Plant Laboratory Improvements	Chris Ravenscroft
8-31-2021	76933	River Bend Bluffs Lift Station	Tom Pallone
8-31-2021	108-8-31-21-1	Accepting Jurisdiction Over Regulated Drains located within the City	Anne Marie Smrchek
8-31-2021	108-8-31-21-2	Establishing Electronic Meetings Policy BOPW	Malak Heiny
September 2021			
9-14-2021	108-9-14-21-1	Establishing Electronic Meetings Policy Storm	Brandon Almas
9-21-2021	0501R	Fishing Line Trail: Ludwig Rd to Cook	Dawn Ritchie
9-21-2021	108-9-21-21-1	Authorizing Participation in Motor Fuel Budgeting Program	Steve Gillette
9-21-2021	108-9-21-21-2	Adopting the 4th Amend Tax Sale Agency Agreement to bid on Tax-Delinquent properties for City Utilities	Seth Weinglass
9-28-2021	66951	Lime Sludge Line River Crossing	Austyn Smedberg
9-28-2021	67172	Large Valve Replacements 2021	Adama Samba

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October 2021			
10-5-2021	66953	Centerhurst Water Main Replacement	Austyn Smedberg
10-5-2021	67107	Filter Underdrain Replacement - Filters 22 24, 25, 26, 27, 28	Matthew Konicek
10-5-2021	76877	Water Pollution Control Plant HSW Storage Phase III	Zak Katter
10-5-2021	108-10-5-21-1	On-Call Concrete Cut Repair Services 2022	John Clark
10-5-2021	108-10-5-21-2	On-Call Electrical Repair Services 2022	Brain Robinson
10-5-2021	108-10-5-21-3	On-Call Mechanical Repair Services 2022.	Brian Robinson
10-12-2021	0622L	South Clinton Street Lighting Improvements	Herb Berg
10-12-2021	0623L	Wallen Rd Lighting Phase 2	Herb Berg
10-12-2021	67002	Oakhurst and Bullerman Water Main Replacement	Adama Samba
10-12-2021	76701	2021 Sewer Rehab Package 2 - Large Diameter	Eric Steinman
10-12-2021	108-10-12-21-1	Dedication and Acceptance of Potable Water System for 41 North Senior Apartments	DeWayne Nodine
10-12-2021	108-10-12-21-2	Disposal of Four Adjacent Tracts of Real Estate located within the Riverside Terrace Subdivision	Seth Weinglass
10-12-2021	108-10-12-21-3	Approving Amendments to the Fort Wayne Water Utility Rules and Regulations	Brandon Almas
10-12-2021	108-10-12-21-4	Annual On-Call Construction Services	John Clark
10-12-2021	108-10-12-21-5	Asphalt Cut Repair Services 2022	John Clark
10-19-2021	0040A	Ludwig Road Relocation	Patrick Zaharako
10-19-2021	108-10-19-21-1	2022-2024 (CIPP) Prequalification Request for Qualifications	Khylei Myers
10-19-2021	83646	Snowfall Road Sanitary Sewer Rehabilitation	Tom Pallone
10-26-2021	0436X	Production Rd Over Spy Run Creek Bridge Rehabilitation	Patrick Zaharako
10-26-2021	76881	2021 Sewer Open Cut 1	Eric Steinman
10-26-2021	76926	2021 River Intrusion Manhole Rehabilitation.	Khylei Myers
10-26-2021	108-10-26-21-1	Authorizing the Acquisition of Real and Personal Property from ACRWSD	Brandon Almas
10-26-2021	108-10-26-21-2	Authorizing and Approving the Entry into an Interlocal Agreement With ACRWSD	Brandon Almas
10-26-20201	108-10-26-21-3	Recommending the Common Council Authorize the Replacement and Issuance of Sewage Works Revenue Bonds	Brandon Almas
November 2021			
11-2-2021	66959	Tamarack and Blum Water Main Replacement.	Adama Samba
11-9-2021	108-11-9-21-1	Approving the Disposal of Real Estate @ 2408 W Dupont	Seth Weinglass
11-9-2021	108-11-9-21-2	1630 Richardson St Combination Sewer Emergency Repair	Eric Steinman
11-9-2021	108-11-9-21-3	Emergency Repair - Colwyn Lane Culvert Replacement	Eric Steinman
11-16-2021	0612S	Illinois Road Sidewalk - Getz Road to Thomas Road	Patrick Zaharako
11-16-2021	108-11-16-21-1	purchase of real estate for the Illinois Crossing Project the purpose of installing a new roadway	Patrick Zaharako
11-30-2021	66987	White Oak Tank	Nick Till
11-30-2021	67072	Dupont Tank Painting	Nick Till

DECEMBER 2021			
12-7-2021	0356S	Wheelock Rd Sidewalk Connection.	James Reitz
12-7-2021	0360S	Reed Rd Sidewalk Connection: Trier Rd to Stellhorn Rd.	James Reitz
12-7-2021	0535D	Alley: Madison St, E Jefferson, S Hanna St, and Francis St	James Reitz
12-7-2021	0536D	Alley: Madison St, E Jefferson, Francis St, and Harmar St.	James Reitz
12-7-2021	0537D	Alley: Madison St, E Jefferson, Harmar St, and Division St	James Reitz
12-7-2021	76695	Nebraska Pump Station and Consolidation Sewer.	Zak Katter
12-14-2021	0629N	Fairfield Lighting Improvements Phase IV	Herb Berg
12-14-2021	108-12-14-21-1	City Utilities Labor and Equipment Rates for Maintenance Repair Work 2022- BOPW	Justin Brugger
12-14-2021	108-12-14-21-2	City Utilities Labor and Equipment Rates for Maintenance Repair Work 2022 - Stormwater	Justin Brugger
12-21-2021	83610	Pierson Drain Improvements Phase I	Emily Grabill
12-21-2021	83855	Pierson Drain Improvements Phase II	Emily Grabill

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8-31-2021	108-8-31-21-1	Accepting Jurisdiction Over Regulated Drains located within the City	Anne Marie Smrchek
8-31-2021	108-8-31-21-2	Establishing Electronic Meetings Policy BOPW	Malak Heiny
September 2021			
9-14-2021	108-9-14-21-1	Establishing Electronic Meetings Policy Storm	Brandon Almas
9-21-2021	0501R	Fishing Line Trail: Ludwig Rd to Cook	Dawn Ritchie
9-21-2021	108-9-21-21-1	Authorizing Participation in Motor Fuel Budgeting Program	Steve Gillette
9-21-2021	108-9-21-21-2	Adopting the 4th Amend Tax Sale Agency Agreement to bid on Tax-Delinquent properties for City Utilities	Seth Weinglass
9-28-2021	66951	Lime Sludge Line River Crossing	Austyn Smedberg
9-28-2021	67172	Large Valve Replacements 2021	Adama Samba

Date	Imp Res #	Project name/Description	Presenter
October 2021			
10-5-2021	66953	Centerhurst Water Main Replacement	Austyn Smedberg
10-5-2021	67107	Filter Underdrain Replacement - Filters 22 24, 25, 26, 27, 28	Matthew Konicek
10-5-2021	76877	Water Pollution Control Plant HSW Storage Phase III	Zak Katter
10-5-2021	108-10-5-21-1	On-Call Concrete Cut Repair Services 2022	John Clark
10-5-2021	108-10-5-21-2	On-Call Electrical Repair Services 2022	Brain Robinson
10-5-2021	108-10-5-21-3	On-Call Mechanical Repair Services 2022.	Brian Robinson
10-12-2021	0622L	South Clinton Street Lighting Improvements	Herb Berg
10-12-2021	0623L	Wallen Rd Lighting Phase 2	Herb Berg
10-12-2021	67002	Oakhurst and Bullerman Water Main Replacement	Adama Samba
10-12-2021	76701	2021 Sewer Rehab Package 2 - Large Diameter	Eric Steinman
10-12-2021	108-10-12-21-1	Dedication and Acceptance of Potable Water System for 41 North Senior Apartments	DeWayne Nodine
10-12-2021	108-10-12-21-2	Disposal of Four Adjacent Tracts of Real Estate located within the Riverside Terrace Subdivision	Seth Weinglass
10-12-2021	108-10-12-21-3	Approving Amendments to the Fort Wayne Water Utility Rules and Regulations	Brandon Almas
10-12-2021	108-10-12-21-4	Annual On-Call Construction Services	John Clark
10-12-2021	108-10-12-21-5	Asphalt Cut Repair Services 2022	John Clark
10-19-2021	0040A	Ludwig Road Relocation	Patrick Zaharako
10-19-2021	108-10-19-21-1	2022-2024 (CIPP) Prequalification Request for Qualifications	Khylei Myers
10-19-2021	83646	Snowfall Road Sanitary Sewer Rehabilitation	Tom Pallone
10-26-2021	0436X	Production Rd Over Spy Run Creek Bridge Rehabilitation	Patrick Zaharako
10-26-2021	76881	2021 Sewer Open Cut 1	Eric Steinman
10-26-2021	76926	2021 River Intrusion Manhole Rehabilitation.	Khylei Myers
10-26-2021	108-10-26-21-1	Authorizing the Acquisition of Real and Personal Property from ACRWSD	Brandon Almas
10-26-2021	108-10-26-21-2	Authorizing and Approving the Entry into an Interlocal Agreement With ACRWSD	Brandon Almas
10-26-20201	108-10-26-21-3	Recommending the Common Council Authorize the Replacement and Issuance of Sewage Works Revenue Bonds	Brandon Almas
November 2021			
11-2-2021	66959	Tamarack and Blum Water Main Replacement.	Adama Samba
11-9-2021	108-11-9-21-1	Approving the Disposal of Real Estate @ 2408 W Dupont	Seth Weinglass
11-9-2021	108-11-9-21-2	1630 Richardson St Combination Sewer Emergency Repair	Eric Steinman
11-9-2021	108-11-9-21-3	Emergency Repair - Colwyn Lane Culvert Replacement	Eric Steinman
11-16-2021	0612S	Illinois Road Sidewalk - Getz Road to Thomas Road	Patrick Zaharako
11-16-2021	108-11-16-21-1	purchase of real estate for the Illinois Crossing Project the purpose of installing a new roadway	Patrick Zaharako
11-30-2021	66987	White Oak Tank	Nick Till
11-30-2021	67072	Dupont Tank Painting	Nick Till

DECEMBER 2021			
12-7-2021	0356S	Wheelock Rd Sidewalk Connection.	James Reitz
12-7-2021	0360S	Reed Rd Sidewalk Connection: Trier Rd to Stellhorn Rd.	James Reitz
12-7-2021	0535D	Alley: Madison St, E Jefferson, S Hanna St, and Francis St	James Reitz
12-7-2021	0536D	Alley: Madison St, E Jefferson, Francis St, and Harmar St.	James Reitz
12-7-2021	0537D	Alley: Madison St, E Jefferson, Harmar St, and Division St	James Reitz
12-7-2021	76695	Nebraska Pump Station and Consolidation Sewer.	Zak Katter
12-14-2021	0629N	Fairfield Lighting Improvements Phase IV	Herb Berg
12-14-2021	108-12-14-21-1	City Utilities Labor and Equipment Rates for Maintenance Repair Work 2022- BOPW	Justin Brugger
12-14-2021	108-12-14-21-2	City Utilities Labor and Equipment Rates for Maintenance Repair Work 2022 - Stormwater	Justin Brugger
12-21-2021	83610	Pierson Drain Improvements Phase I	Emily Grabill
12-21-2021	83855	Pierson Drain Improvements Phase II	Emily Grabill

Jan
2021

Airport Expressway and Ardmore Avenue Stormwater Improvements
RESOLUTION NO. 83536

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the clearing and grading of side ditches along Ardmore Avenue from Airport Expressway to AEP's property as well as the expansion of the regional detention basin.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Airport Expressway and Ardmore Avenue Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Stormwater Utility (Revenue) and TIF reimbursement.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,201,835.00.

APPROVED THIS 5 DAY OF January, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

BARR STREET FLOOD GATE & CSO 029 GATE MODIFICATIONS
RESOLUTION NO. 83711

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of a stormwater manhole, slide gate, bypass pumping setup, interior structure modifications to CSO 029 structure, and final site restoration

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Barr Street Flood Gate & CSO 029 Structure Improvements.

Declares the cost of the said improvements shall be paid by the public funds from both the Fort Wayne Sewer Utility and Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $265,000.

APPROVED THIS 5 DAY OF January, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment A

PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	Fort Wayne Board of Park Commissioners	211 Barr St. Fort Wayne, IN 46802		990094251	X	X	Acquired	2020077489

IMPROVEMENT RESOLUTION NO. 0519U

2021 ADA CURB RAMP PACKAGE

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Bringing intersection ramp corners up to date and ADA compliant

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26 day of January, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0520S

2021 Barrett Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

That it is deemed necessary to improve:

200+ locations in the City of Fort Wayne, IN

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for sidewalks, drives, curbs, and yard walks shall be assessed 50% on the real estate abutting on said improvements and 50% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for restoring areas affected by construction shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid s with interest at the rate of three (3%) percent per as set by the Board of Public Works and shall be financed under Revolving Barrett Law as

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 26 day of January, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0521S

2021 Miscellaneous ROW Concrete Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Replacement of conrete streets, sidewalk, curbs, ramps and all other items located with in the City's right of way

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26 day of January, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0522S

2021 Sidewalk Trip Hazard Elimination

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Horizontal sawing of uneven concrete sections

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26 day of Jan, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0523P

2021 Tree Removal Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Cut and remove trees and stumps within the Right of Way. Restore area after with top soil, seed, and straw

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26 day of Jan, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0524P

2021 Guardrail and Attenuator Replacement Package

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The purpose of this project is the replacement of guardrail and attenuators in the public right of way. This is for public safety and will be replaced as needed in 2021

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26 day of Jan, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

MAYFIELD ROAD STORMWATER IMPROVEMENTS AND WATER MAIN EXTENSION RESOLUTION NO. 83748

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1,500 LF of storm sewer, 20 drainage structures, and 700 LF of roadside swales, as well as the installation of approximately 690 LF of watermain and water main appurtenances along Mayfield Road.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Mayfield Stormwater Improvements and Water Main Extension.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Stormwater Utility Revenue and Water Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $ 424,900.00.

APPROVED THIS 26 DAY OF January, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1515	Mayfield Road	Bacon, Ana Ruiz & Jeffery Ruiz	Easement	$0	Acquired
1505	Mayfield Road	Bateman Douglas W.	Easement	$0	Acquired
1324	Mayfield Road	Ellingwood, Steven P. & Kandi L.	Easement	$0	Acquired
1314	Mayfield Road	Bucher Eric M. & Cook Sydney K.	Easement	$0	Acquired
			TOTAL:	**$0**	

DRS 1-26-21

RELEASE OF SANITARY SEWER EASEMENTS

Board of Public Works Resolution #108-1-26-21-1

Project: Illinois Crossing / NE Corner of Illinois Rd. at I-69, Ft. Wayne, Indiana

Cross References

- Easement "A" - To be Vacated:
  - Doc. No. 710007172
  - Doc. No. 710018718
- Affects the following parcels owned by:
  - Kelley Auto Real Estate, LLC - Doc. No. 2017057967
  - Kelley Auto Real Estate, LLC - Doc. No. 2020055440

- Easement "B" - To be Vacated:
  - Sewer Resolution 205-80 (at Board of Public Works Office)
- Affects the following Parcels owned by:
  - Kelley Auto Real Estate, LLC - Doc. No. 2017057967
  - Kelley Auto Real Estate, LLC - Doc. No. 2019018762
  - Kelley Auto Real Estate, LLC - Doc. No. 2019057742
  - Kelley Auto Real Estate, LLC - Doc. No. 2019057755

- Replacement Easements - Recently Dedicated and Being Retained:
  - Doc. No. 2020050022

THIS Release of Easement ("Release") is executed this 26 day of January 2021, by the City of Fort Wayne, Indiana, Board of Public Works ("City"), to wit:

RECITALS

A. Kelley Auto Real Estate, LLC, is the owner ("Owner") of certain parcels of real estate located in the City of Fort Wayne, Allen County, Indiana, and recorded at the respective documents referenced above in the Office of the Recorder of Allen County, Indiana ("Real Estate").

B. City previously obtained easements across the Real Estate through respective grants of easement described and depicted in the attached Exhibit "A" and recorded at the respective documents referenced above (see Easement "A" - To be Vacated and Easement "B" – To be Vacated, respectively) in the Office of the Recorder of Allen County, Indiana ("Prior Easements"), for the purpose of constructing, operating and maintaining public sanitary sewers and related facilities.

C. Owner intends to redevelop the Real Estate and has, pursuant to City's approval, relocated part of the sanitary sewers and related facilities for which the Prior Easements were originally dedicated, and has recently dedicated replacement easements ("Replacement Easements") as referenced above for the relocated sanitary sewers and related facilities, all of which City has approved and accepted, therefore, Owner has requested that City vacate and release the following Prior Easements.

RELEASE – Easement "A"

1. City hereby vacates and releases unto Owner all right, title and interest in and to Easement "A" described and depicted in the attached Exhibit "A" and recorded at Doc. No. 710007172 and Doc. No. 710018718, respectively, in the Office of the Recorder of Allen County, Indiana.

2. City hereby vacates and releases unto Owner all right, title and interest in and to the sanitary sewer and related facilities stated below and as depicted in the attached Exhibit "B."

   A. Sanitary Sewer and Related Facilities Vacated and Released (see Exhibit B).

      i. Beginning at, but excluding, Structure D06-242; thence Southerly to, and including, Structure D06-003; thence Easterly to, and including, Structure D06-056, thence continuing Easterly to, but excluding, Structure D06-021; and also
      ii. From the aforesaid Structure D06-003 Southwesterly to, but excluding, Structure D06-241.

RELEASE – Easement "B"

1. City hereby vacates and releases unto Owner all right, title and interest in and to Easement "B" described and depicted in the attached Exhibit "A" and documented in Sewer Resolution 205-80 located in the Office of the Board of Public Works of the City of Fort Wayne, Indiana.

2. No sanitary sewers or related facilities were ever constructed within Easement "B."

[Continued on following page]

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, Board of Public Works has executed this Release of Easement, and the provisions herein shall be effective, as of the date first set forth above.

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Chris Guerrero, Member

Attest: _____ 1.26.21
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the within named City of Fort Wayne, Indiana, Board of Public Works, "City" herein, by **Shan Gunawardena, Kumar Menon, and Chris Guerrero** as Members of the Board, and **Michelle Fulk-Vondran**, as Clerk of the Board, and acknowledged the execution of the foregoing Release as their voluntary act and deed.

WITNESS my hand and notarial seal this 26th day of January 2021.

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

My Commission Expires: _____

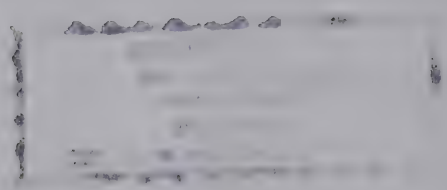
Resident of _____ County.

_____
Signature of Notary Public

Michelle R. Nelson
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. DeWayne J. Nodine.

This instrument prepared by DeWayne J. Nodine, Manager, Fort Wayne City Utilities, Development Services, 200 East Berry Street, Suite 140, Fort Wayne, Indiana 46802.



SANITARY SEWER EASEMENTS TO BE VACATED:

EASEMENT "A": (all of an easement described in Document Number 710007172, together with part of an easement described in Document Number 710018718)

Part of the Fractional Southwest Quarter of Section 6, Township 30 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at a #5 rebar at the point of intersection of the North right-of-way line of Illinois Road and the West line of the plat of Poplar Ridge Addition, Second Section, as recorded in Plat Record 22, page 140, in the Office of the Recorder of Allen County, Indiana; thence North 00 degrees 06 minutes 52 seconds West (GPS grid bearing used as the basis of all bearings in this description), on and along said West line, and its Northerly projection, a distance of 386.66 feet; thence South 89 degrees 16 minutes 14 seconds West, on and along a line partially defined by the proposed Northerly right-of-way line of Grand National Drive, a distance of 658.74 feet to the point of intersection of said Northerly right-of-way line with the East line of a 15 foot wide easement described in Document Number 710018718 in the Office of said Recorder, known hereon as Easement #1, this being the true point of beginning; thence South 89 degrees 16 minutes 14 seconds West, continuing on and along said right-of-way line, a distance of 20.96 feet to the point of intersection of said Northerly right-of-way line with the West line of said Easement #1; thence North 45 degrees 02 minutes 04 seconds West, on and along the West line of said Easement #1, a distance of 10.53 feet; thence North 59 degrees 47 minutes 04 seconds West, continuing on and along said West line, a distance of 233.78 feet; thence North 04 degrees 57 minutes 56 seconds East, continuing on and along said West line, a distance of 421.11 feet; thence North 25 degrees 27 minutes 56 seconds East, continuing on and along said West line, a distance of 384.54 feet; thence North 01 degrees 47 minutes 04 seconds West, continuing on and along said West line, a distance of 310.86 feet; thence South 89 degrees 33 minutes 46 seconds West, on and along a South line of said Easement #1 and the South line of a 30 foot wide easement described in Document Number 710007172 in the Office of said Recorder, known hereon as Easement #2, a distance of 567.83 feet; thence North 00 degrees 09 minutes 18 seconds East, on and along the West line of said Easement #2, a distance of 981.28 feet to a point on the South right-of-way line of the New York, Chicago & St. Louis Railroad; thence North 89 degrees 29 minutes 26 seconds East, on and along said South right-of-way line, a distance of 30.00 feet; thence South 00 degrees 09 minutes 18 seconds West, on and along the East line of said Easement #2, a distance of 966.32 feet to a point on a North line of said Easement #1; thence North 89 degrees 33 minutes 46 seconds East, on and along said North line, a distance of 552.33 feet; thence South 01 degrees 47 minutes 04 seconds East, on and along the East line of said Easement #1, a distance of 329.14 feet; thence South 25 degrees 27 minutes 56 seconds West, continuing on and along said East line, a distance of 385.46 feet; thence South 04 degrees 57 minutes 56 seconds West, continuing on and along said East line, a distance of 408.89 feet; thence South 59 degrees 47 minutes 04 seconds East, continuing on and along said East line, a distance of 226.22 feet; thence South 45 degrees 02 minutes 04 seconds East, continuing on and along said East line, a distance of 27.11 feet to the true point of beginning, containing 1.335 acres of land.

Sauer Land Surveying, Inc.
14033 Illinois Road, Suite C Tel: 260/469-3300
Fort Wayne, IN 46814 Fax: 469-3301

EASEMENT "B": (all of an easement described in Sewer Resolution 205-80)

Part of the East 10 feet of Lot Number 14, together with the East 10 feet of Lots Numbered 16, 18, 20, 22, 24, 26, 28, 30, 32 and 34 in Poplar Ridge Addition, as recorded in Plat Record 20, page 52, in the Office of the Recorder of Allen County, Indiana, said plat being vacated by Document Number 2050012972 in the Office of said Recorder, lying entirely within the Fractional Southwest Quarter of Section 6, Township 30 North, Range 12 East, Allen County, Indiana, being more particularly described as follows, to-wit:

Commencing at a #5 rebar at the point of intersection of the North right-of-way line of Illinois Road and the West line of the plat of Poplar Ridge Addition, Second Section, as recorded in Plat Record 22, page 140, in the Office of the Recorder of Allen County, Indiana; thence North 00 degrees 06 minutes 52 seconds West (GPS grid bearing used as the basis of all bearings in this description), on and along said West line, and its Northerly projection, a distance of 386.66 feet; thence South 89 degrees 16 minutes 14 seconds West, on and along a line partially defined by the proposed Northerly right-of-way line of Grand National Drive, a distance of 679.70 feet; thence North 45 degrees 02 minutes 04 seconds West, a distance of 10.53 feet; thence North 59 degrees 47 minutes 04 seconds West, a distance of 233.78 feet; thence North 04 degrees 57 minutes 56 seconds East, a distance of 421.11 feet; thence North 25 degrees 27 minutes 56 seconds East, a distance of 384.54 feet; thence North 01 degrees 47 minutes 04 seconds West, a distance of 310.86 feet; thence South 89 degrees 33 minutes 46 seconds West, a distance of 568.75 feet; thence South 00 degrees 06 minutes 31 seconds West, a distance of 59.84 feet to the Northeast corner of said Lot Number 34, this being the true point of beginning; thence South 00 degrees 06 minutes 31 seconds West, on and along the former West right-of-way line of Voetter Drive, a distance of 1050.26 feet to the point of intersection of said former West right-of-way line with the proposed Southerly right-of-way line of Grand National Drive; thence North 65 degrees 14 minutes 00 seconds West, on and along said proposed Southerly right-of-way line, a distance of 11.00 feet; thence North 00 degrees 06 minutes 31 seconds East, parallel with and 10 feet normally distant Westward from the former West right-of-way line of Voetter Drive, a distance of 1045.58 feet to a point on the North line of said Lot Number 34; thence North 89 degrees 35 minutes 27 seconds East, on and along said North line, a distance of 10.00 feet to the true point of beginning, containing 0.241 acres of land.

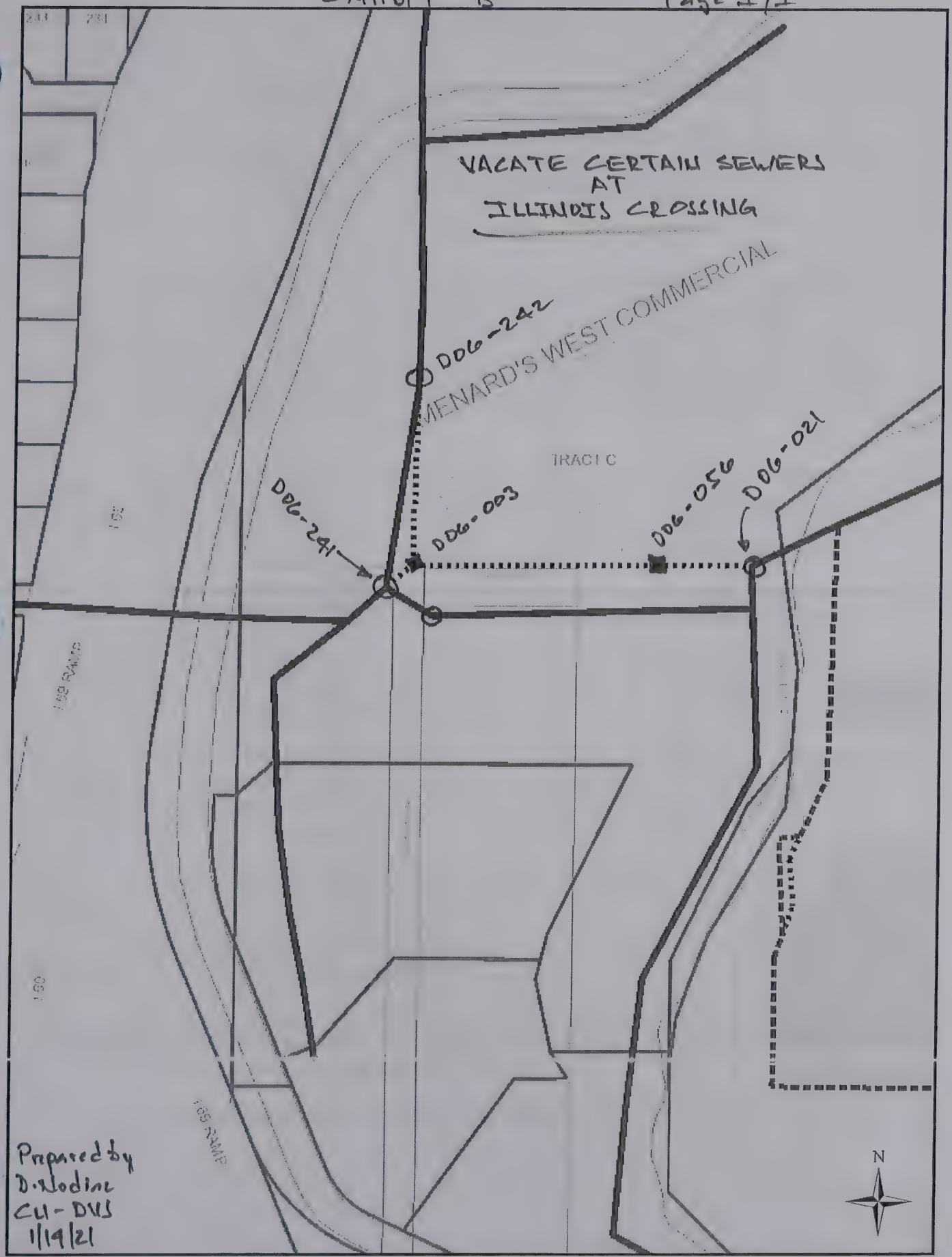
Sauer Land Surveying, Inc.
14033 Illinois Road, Suite C Tel: 260/469-3300
Fort Wayne, IN 46814 Fax: 469-3301

EXHIBIT "A"
PAGE 3 OF 3

NEW YORK, CHICAGO & ST. LOUIS RAILROAD
N 89°23'26" E 30.00'
INTERSTATE HIGHWAY #69
Proposed Grand National Drive
Easement "A"
N 0°09'18" E 981.28'
S 00°09'18" W 966.12'
Easement #2 30' Sewer & Water Easement (Doc. 710007172)
REMAINDER OF 48.000 ACRES Kelley Auto Real Estate, LLC (Doc. 2017057967)
Easement #1 15' Sewer & Water Easement (Doc. 710018718)
N 89°33'46" E 552.33'
567.83'
S 89°33'46" W 568.75'
S 89°33'46" W
30' Sewer Easement (Doc. 820003537)
15' San. Sewer Esmt. (Doc. 2009063397)
S 00°08'31" W, 59.84'
N 89°35'27" E, 10.00'
N 01°47'04" W 310.86'
329.14'
S 01°47'04" E
10' Sewer Easement (Sewer Res. 205-80)
0.078 ACRES Kelley Auto Real Estate, LLC (Doc. 2020080642)
Easement "B"
Easement "A"
4.710 ACRES Kelley Auto Real Estate, LLC (Doc. 2019057742)
N 25°27'56" E 385.48'
S 25°27'56" W 385.48'
N 00°06'31" E 1045.58'
1050.26'
S 00°06'31" W
Menard, Inc. (Doc. 200002356)
Easement #1 15' Sewer & Water Easement (Doc. 710018718)
2.702 ACRES Kelley Auto Real Estate, LLC (Doc. 2019057755)
0.043 ACRES Kelley Auto Real Estate, LLC (Doc. 2020080645)
N 04°57'56" E 471.11'
408.88'
S 04°57'56" W
Poplar Ridge Add., Second Section (Plat Rec. 22, p. 140)
3.496 ACRES Kelley Auto Real Estate, LLC (Doc. 2020055440)
S 59°47'04" E 226.22'
233.78'
N 59°47'04" W
11.00'
N 63°14'00" W
S 45°02'04" E 27.11'
REMAINDER OF 4.8945 ACRES Kelley Auto Real Estate, LLC (Doc. 2019018762)
N 45°02'04" W, 10.53'
S 89°16'14" W 20.95'
658.74'
S 89°16'14" W
15' Sewer & Water Easement (Doc. 710018718)
N 00°08'32" W 386.66'
Ø5 Parker Prod. Limit
ILLINOIS ROAD
N
SCALE IN FEET:
0 75 150
(1" = 150')

Sauer Land Surveying, Inc.
14033 Illinois Road, Suite C Tel: 260/469-3300
Fort Wayne, IN 46814 Fax: 469-3301

EXHIBIT "B" Page 1/1



Prepared by
D. Hodine
CU-DUS
1/19/21

January 19, 2021

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be completely accurate or all inclusive.

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CU 1-26-21

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS APPROVING THE ACQUISITION OF LOTS 458, 459, AND 460 IN BELMONT ADDITION TO THE CITY OF FORT WAYNE FOR STORM DRAINAGE IMPROVEMENTS

RESOLUTION NUMBER 108-1-26-21-2

WHEREAS, City Utilities for the City of Fort Wayne ("CU") wishes to acquire title to those certain parcels of real estate designated lots 458, 459, and 460 Belmont Addition to the City of Fort Wayne, the legal descriptions of which are set forth in Exhibit "1" attached hereto and incorporated herein by this reference (the "Real Estate"), being three (3) unimproved lots on the east side of South Harrison Street, for the purpose of constructing storm drainage improvements which will benefit the surrounding neighborhood and serve the best interests of the public health, safety, and welfare; and

WHEREAS, the Real Estate was made available for sale at public auction by Allen County at its annual tax sale in 2019, at which time the Allen County Tax Assessor valued each individual lot comprising the Real Estate at Three Thousand, Six Hundred Dollars ($3,600.00), for a total assessed value of Ten Thousand, Eight Hundred Dollars ($10,800) for the Real Estate;

WHEREAS, CU's designated agent at the tax sale (the "Tax Sale Agent") submitted the minimum allowable bids for each of the three (3) parcels comprising the Real Estate, to wit: Eight Hundred and Sixty Four Dollars and Forty Cents ($864.40) for each of lots 458 and 460, and Eight Hundred and Sixty Four Dollars and Forty Three Cents ($864.43) for lot 459. In each instance, this minimum bid amount was the sole and winning bid for each lot, resulting in Two Thousand Five Hundred Dollars and Ninety Three Cents ($2,593.23) bid for the Real Estate.

WHEREAS, because the Real Estate was not redeemed by the former property owner during the statutory period of redemption, tax sale deeds for each of lots 458, 459, and 460, which comprise the Real Estate, were issued to the Tax Sale Agent, and were recorded, respectively, as document numbers 2020072719, 2020072720, and 202007272; and

WHEREAS, the Tax Sale Agent desires to transfer the Real Estate to CU by quitclaim deed pursuant to a previously established procedure.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The tax sale purchase of the Real Estate for the total bid price of Two Thousand Five Hundred Dollars and Ninety Three Cents ($2,593.23) is hereby ratified, and the transfer of the Real Estate to CU by quitclaim deed is hereby approved.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 26th day of January, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 26th day of January, 2021.

_____
Notary Public

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

EXHIBIT 1

AFFECTED PROPERTY:

Legal Description:	Lot 458 Belmont Addition
Address:	5009 S Harrison St, Fort Wayne, IN 46807
Last deed of record:	Allen County Recorder's document number 2020072719
Tax parcel no.:	02-12-23-408-004.000-07

Legal Description:	Lot 459 Belmont Addition
Address:	5009 S Harrison St (S of), Fort Wayne, IN 46807
Last deed of record:	Allen County Recorder's document number 2020072720
Tax parcel no.:	02-12-23-408-005.000-074

Legal Description:	Lot 460 Belmont Addition
Address:	5203 S Harrison St (N of), Fort Wayne, IN 46807
Last deed of record:	Allen County Recorder's document number 2020072721
Tax parcel no.:	02-12-23-408-006.000-074

INTERESTS TO BE ACQUIRED: Fee simple in the entirety of all three parcels.

Feb

2021

THREE RIVERS FILTRATION PLANT
PLANT 1 PRIMARY WEIR REPLACEMENT
RESOLUTION NO. 66936

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of static weirs to promote even flow distribution between east and west trains at Three Rivers Filtration Pant, Plant 1.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Three Rivers Filtration Plant, Plant 1 Primary Weir Replacement.**

Declares the cost of the said improvements shall be paid by the funds from public fund Fort Wayne WATER Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $175,000.00

APPROVED THIS 2 DAY OF February, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

PLANT 1 SOUTH WINDOW REPLACEMENT
RESOLUTION NO. 66999

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of eight new windows on the south side of the Three Rivers Filtration Plant 1 filter gallery.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Plant 1 South Window Replacement**.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $100,000.00.

APPROVED THIS 2 DAY OF February, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

COLDWATER ROAD FORCE MAIN REDIRECTION
RESOLUTION NO. 76878

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of 80 LF of 6-inch PVC sanitary sewer force main across Coldwater Rd.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Coldwater Road Force Main Redirection.

Declares the cost of the said improvements shall be paid by from public funds Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any additional property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $83,270.00.

APPROVED THIS 2 DAY OF February, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Colonial Heritage Water Quality Improvements
RESOLUTION NO. 83702

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of a 2-stage ditch, relocation of existing sanitary sewer system, expanding and improving the existing wetland, installation of a bioswale, and installation of a walkway pedestrian trail and access pathway.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Colonial Heritage Water Quality Improvements.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Stormwater Utility Revenue, Indiana Department of Natural Resources, Lake and River Enhancement grants, and Great Lakes Commission grant.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is $34,937.50 cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $860,245.00.

APPROVED THIS 2 DAY OF February, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Property Acquisition Summary Sheet
Project Name: Colonial Heritage Water Quality Improvements

Property Address	Purchase Type	Purchase Price	Status
3408 Sequayah Pass Fort Wayne, IN 46806	Real Property Acquisition	$34,937.50	Acquired
	TOTAL	$34,937.50	

CITY UTILITIES ANNUAL ON-CALL EMERGENCY EXCAVATION SERVICES
RESOLUTION NO. 108-2-2-21-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of emergency excavations made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 2 DAY OF February, 2021

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Project Title: City Utilities Annual On-Call Emergency Construction Services
Type of Services: Excavation pipe installation, maintenance and repair.
Project Manager: John Clark.
(260) 427-2698
John.clark@cityoffortwayne.org
Funding: Water & Sewer Utility
Estimated Construction Cost: Varies per project
Date of work: Determined by individual project needs

Project Information / General Scope:

Fort Wayne City Utilities is seeking qualified Excavation Contractors to provide various types of Emergency excavation for maintenance, installation and repair to be performed on underground assets operated by City Utilities.

This item is intended to generate a list of four or five qualified Contractors that would be available to provide on-call services through December 31st, 2024. It is the intent of the Utility, to have a list of available contractor(s) names, skill sets, phone numbers and equipment, accessible to the Utility. The contractor shall furnish labor, equipment and/or material as necessary to complete the work as outlined by City Utilities Maintenance staff or City Utilities Engineering, Instrumentation and Controls Group.

Terms of Agreement:

Services shall be through December 31st, 2024, on an "on-call/as needed" basis unless otherwise noted. This quote does not guarantee work to any contractor within the above time frame and the Utility reserves the right to award work to multiple contractors based on the availability of the contractor(s), projected costs of the work and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The contractor shall furnish experienced and competent skilled trades and/or technicians having sufficient knowledge of Fort Wayne Utility Standards and Specifications; relevant experience; specific knowledge of Plumbing code and Standards. Individuals shall be able to follow verbal and/or written instructions on the type of work required. At least one journeyman shall be on-site at all times during the work.

The contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said contractor, or his agents, in the execution of work under the contract. The contractor shall be responsible for adherence to all OSHA regulations related to the work.

Transportation of equipment and/or material(s) to and from the project location(s) shall be the responsibility of the contractor unless indicated otherwise by City Utilities.

Project Briefing:

A Project Briefing will be held for interested contractors to hear more about the opportunity for work and to ask all questions pertaining to the work.

Water Maintenance Conference Room
February 18, 2021 1:00-2:00PM
415 East Wallace St Fort Wayne, IN

Selection Information:

All submitted Statements of Qualifications (SOQ's) will be scored by City Utilities staff. As part of the SOQ the contractor shall submit exhibits "A, B, C, and D," indicating the equipment, manpower and materials available.

The proposed general categories and Basis of Evaluation for scoring this project are listed below. Scoring totals will be adjusted by an overall multiplier (range from 0.9 to 1.1) depending on past performance with City Utilities Engineering.

Statement of Qualifications – Basis of Evaluation (100 points total)

Key Personnel and Equipment	35 points
Relevant Experience	30 points
Summary of Approach and Understanding	10 points
Office Location	25 points

The City will utilize the SOQ scoring results to develop a shortlist of pre-qualified contractors that will then be awarded individual work. The award of work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest hourly rates per unit price quote; hourly rate shall include all administrative and OH&P costs and shall have no hidden costs.
2. Availability when called. If contact cannot be made with the contractor, or if contractor does not have the necessary equipment and manpower available to perform this work within the time requested, further calling to the contractor for the specific job will not be mandatory.
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel:
4. In cases where bids are equal, the contractors will be rotated as to call-out priority.

The agreement may be terminated in part or in whole, if any work performed is not in accordance with the standards established by the Utility.

Contractor to complete below Exhibits:

EXHIBIT A – CONTRACTOR CONTACT INFORMATION

Authorized Contact	Cell Phone	Work Phone	Home Phone	Emergency Contact Number

EXHIBIT B – CONTRACTOR EQUIPMENT INFORMATION

Equip #	Equipment	Description	Hourly Rate
	Brand Name	*Must include equipment limits such as reach, KW, Tons, etc.*	
	Ex: Heavy Equipment/Truck & Vehicles		
	Testing and Installation Equipment		

EXHIBIT C – MANPOWER / CREW INFORMATION

Normal quantity assigned	Manpower Only Rates	*Note: Overtime is at 1.5 Times Normal Rate*	Hourly Rate
		Project Manager	
		Supervisor	
		Journeyman	
		Apprentice	
		Other -	

EXHIBIT D – SKILLED TRADES AND SUPERVISOR INFORMATION

Years Experience	Name	Certifications	Rate

CL 2.2.21

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF A CERTAIN REAL PROPERTY LOCATED AT 6218 DEER TRACK COVE IN AUBURN, INDIANA

RESOLUTION NUMBER 108-2-2-21-2

WHEREAS, Resolution no. 107-10-13-20-7 having been approved by the Board of Public Works of the City of Fort Wayne (the "Board") on October 13, 2020, stating its intent to dispose of a certain vacant real property located at 6218 Deer Track Cove in Auburn, Indiana (the "Property") as a surplus asset; and

WHEREAS, the Board having published notice and received bids pursuant to Indiana Code section 36-1-11-4; and

WHEREAS, the sole bidder on the Property having entered into a purchase agreement to purchase the property for $4,300.00, a true and correct copy of which agreement is attached hereto as Exhibit 1 and incorporated herein by this reference;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The Board hereby approves the offer submitted by Oakmont Development Company II LLC ("Buyer") to purchase the Property from the City of Fort Wayne ("Seller") for the purchase price of $4,300.00, on the terms of the purchase agreement attached as Exhibit 1.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 2nd day of February, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____ 2.2.21
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 2nd day of February, 2021.

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

My Commission Expires:

_____

_____
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

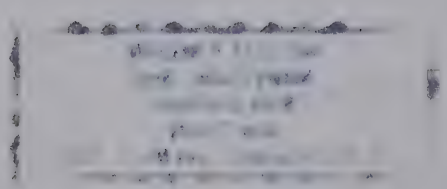


Exhibit 1 - Purchase Agreement

The **City of Fort Wayne** ("**Seller**") agrees to **purchase** the fee simple title to **all of** the following Real Property ("Property") for the consideration stated below subject to the conditions, requirements, and stipulations described in the following Purchase Agreement.

CONTACT INFORMATION and LOCATION OF PROPERTY

Buyer's Name: Oakmont Development Company II LLC ("Buyer")
Primary Telephone: 260-489-2000
E-mail: jmthomas@oakmontdev.com

Mailing Address: 9601 Coldwater Rd.
City/Town: Fort Wayne, Indiana 46825

Property Address: 6210 Deer Track Cove
City/Town: Auburn, Indiana 46706

Latest Deed of Record:

Document Number 205062077

Platted Parcel:
Tax ID Number: 02-03-06-202-004.001-042

Lot Description: Portion of Block A of Deer Track Estates; See attached Exhibit "A"

Land area of total parcel: 0.91 acres

PURCHASE PRICE

The **Buyer** agrees to **pay to the City** the total purchase amount of **$4,300.00** Four Thousand, Three Hundred Dollars for the Property. There are not any accessory buildings.

EXPIRATION OF OFFER

This Purchase Agreement shall be returned to the **City** no later than **12 noon,** on **February 12, 2021**, otherwise this Purchase Agreement shall be null and void and both parties shall be released from the transaction.

APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL

This transaction is subject to approval by both the Board of Public Works and the Common Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this transaction, the transaction shall be terminated and both parties shall be released from this Purchase Agreement.

CLOSING

Closing Date:

The closing date for this transaction shall be on or before **March 12, 2021**, or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date shall be agreed to in writing by both parties.

Location of Closing:

The closing shall be held at **TBD** located at **TBD.**

Closing Fees:

All fees charged by the closing agent, including document preparation and recording fees shall be paid by Oakmont Development Corporation (**Buyer**).

METHOD OF PAYMENT

The entire amount shall be paid in **cash**.

Both parties agree that all funds delivered to the closing agent's escrow account shall be such that the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **$10,000.00** or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the closing agent, and all funds under **$10,000.00** from one source shall be guaranteed to be "Good Funds" as defined by the aforesaid Indiana Code.

POSSESSION

Possession of the Property shall be given to the Buyer at **closing.**

PROPERTY MAINTENANCE

Lawn Mowing:

The **Seller** shall keep the lawn mowed so as to not violate tall grass/weed ordinances.

Notice of Defective Conditions:

The **Seller** certifies that no governmental agency has served notice ordering the repair or correction of any defective conditions.

The **Seller** shall maintain the Property in its present condition until the **Buyer** takes possession. The **Buyer** may inspect the Property prior to closing to determine whether there is compliance with this clause. The **Seller** shall remove all rubbish and personal property.

LOSS OR DAMAGE PRIOR TO CLOSING

In the event the Property is damaged by fire, flooding, storm, vandalism, earthquake, or any other cause, prior to the closing, the parties to this Purchase Agreement shall proceed as follows:

BOUNDARY SURVEY

Any survey shall be paid for by the **Buyer**.

FLOOD HAZARD AREA

The **Buyer** **may not** cancel this Purchase Agreement if the Property is located in a flood hazard zone.

OTHER USE LIMITATIONS

The **Buyer** **may not** terminate this Agreement if the Property is subject to building or use limitations defined by local zoning ordinances which materially affect the **Buyer's** intended use of the Property.

INSPECTIONS

The **Buyer** acknowledges that it has the right to obtain independent inspections disclosing the condition of the Property, including any buildings, and has been given the opportunity to order those inspections as a part of its due diligence efforts prior to concluding the transaction.

DISCLOSURES

The "Seller's Residential Real Estate Sales Disclosure" form is **Not Applicable**.

The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable.**

TITLE WORK and DEED

Before closing, the **Buyer** shall be responsible to obtain a title insurance commitment using the most current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the purchase price. In order to proceed with the transaction, the **Seller** shall have marketable title to the Real Property in the **Seller's** name. The **Seller** shall convey the fee simple title to the Property free and clear of any encumbrances and title defects, with the exception of any restrictions or easements of record not substantially interfering with the **Buyer's** planned use of the Property.

Title Insurance Fees:

The premium for the title insurance policy and all fees charged to prepare an Owner's Title Insurance Policy shall be paid by the **Buyer.**

The costs to resolve any title issues affecting the Property so that marketable title can be conveyed shall be paid by the **Seller.**

Type of Deed:

The conveyance of the Property shall be accomplished with a Warranty Deed, subject to easements, restrictive covenants, other encumbrances of record, and taxes.

REAL PROPERTY TAXES

All real property taxes that have been assessed for any prior calendar year that have not been paid shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day immediately prior to the closing date.

For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes shall be assumed to be the same as the most recent year for which taxes were billed based upon the certified tax rates. This settlement shall be final.

PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS

Utilities and Garbage Services:

The **Seller** shall pay for all public utility and garbage service charges up to the last day of possession.

Shutting Off Utilities for Buildings to be Demolished:

The **Seller** shall cancel the accounts for all public utilities and garbage services no later than the last day of possession, and shall have the utilities shut off by the appropriate utility.

Special Assessments for Public Improvements:

The **Seller** shall pay any special assessments assessed against the Property for public improvements previously made by a governmental unit that benefit the Property. The **Seller** certifies that it has no knowledge of any proposed improvements which may result in assessments.

Public improvements that will benefit the Property that are not completed as of the closing date, but will result in an assessment against the Property shall be paid by the **Buyer**.

LEGAL JURISDICTION

This Purchase Agreement shall be interpreted under and according to the laws of the State of Indiana and shall be binding upon the **Buyer** and **Seller**, their respective heirs, successors, assigns administrators, executors, and legal representatives. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

LEGAL FEES

A party to this Purchase Agreement who prevails in any legal proceeding against any other party brought in regard to this Purchase Agreement or associated transaction shall be allowed to recover court costs and reasonable attorney's fees from the other party, to the extent permitted by law.

SAVINGS CLAUSE

If any provision contained in this Agreement is found to be illegal or unenforceable in any respect, that determination shall not affect any other provision of this Purchase Agreement.

OTHER STIPULATIONS

A. All funds payable in this transaction shall be paid at the closing.
B. This Agreement constitutes the only agreement between the parties, supersedes any prior arrangements, understandings, or written or oral agreements between the parties with regard to this transaction, and cannot be changed without the written consent of each party.
C. The **Seller** certifies that the **Seller** is not a "Foreign Person" (pertains to an individual entity) and, therefore, is not subject to the "Foreign Investment in Real Property Tax Act."
D. The **Seller** discloses that it does not hold an Indiana Real Estate License.
E. Sale of the land will be conditioned on the grant of a blanket easement to the City of Fort Wayne in a form reasonably satisfactory to the City consistent with the form attached as Exhibit "B" at time of closing ("Utility Easement").

This Purchase Agreement may be executed concurrently in two or more counterparts, each of which shall be considered as an original document, but all of which altogether shall be one and the same document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S. Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that digitally or electronically transmitted signatures shall be considered as original signatures and are binding on the parties. The City shall keep possession of the original of the Purchase Agreement.

By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase Agreement, and agree to the conditions, requirements, and stipulations as stated.

BUYER'S SIGNATURE:

_____ Date: January 30, 2021

Jeffrey M. Thomas
Manager
Oakmont Development Company II, LLC
Telephone: 260-489-2000
Fax: 260-489-8974
E-mail: jmthomas@oakmontdev.com

SELLER APPROVAL and SIGNATURE(S):

This Purchase Agreement is ✓ **ACCEPTED** _____ **REJECTED.**

_____ Date: January 28, 2021

Seth Weinglass, Program Manager
Capital Project Services
Fort Wayne City Utilities
Telephone: 260-427-1330
Fax: 260-427-2540
E-mail: seth.weinglass@cityoffortwayne.org

Exhibit "A"

Part of Block "A" in the Amended Plat of Deer Track Estates, according to the plat thereof, recorded in Plat Cabinet C, page 69 and Document Number 95-42684, in the Office of the Recorder of Allen County, Indiana, and said part being more particularly described as follows, to wit:

Beginning at the northeast corner of said Block "A" and the southeast corner of Lot 18 in said Deer Track Estates, marked by a #5 rebar, thence South 00 degrees 24 minutes 15 seconds East (plat bearing and basis of all bearings to follow), on and along the east line of said Block "A", a distance of 227.00 feet to a #5 rebar; thence South 86 degrees 28 minutes 17 seconds West, a distance of 180.86 feet to a #5 rebar on the west line of said Block "A"; thence North 00 degrees 28 minutes 20 seconds West, on and along said west line, a distance of 132.20 feet to a #5 rebar at a westerly corner of said Block "A" and the most easterly corner of Lot Number 17 in said Deer Track Estates; thence North 25 degrees 39 minutes 33 seconds West, on a along a westerly line of said Block "A" and the northeasterly line of said Lot Number 17, a distance of 365.56 feet to the most westerly corner of said Block "A" and the most northerly corner of said Lot Number 17; thence northeasterly, on and along the northwesterly line of said Block "A", as defined by the arc of a non-tangent circular curve to the left having a radius of 50.00 feet, and arc distance of 20.17 feet, subtended by a long chord having a length of 20.03 feet and a bearing of North 60 degrees 59 minutes 24 seconds East to a #5 rebar at the most northerly corner of said Block "A" and the most westerly corner of said Lot Number 18; thence South 25 degrees 39 minutes 33 second East, on and along the northeasterly line of said Block "A" and the southwesterly line of said Lot Number 18, a distance of 365.12 feet to an interior north corner of said Block "A" and the most southerly corner of said Lot Number 18; thence North 59 degrees 30 minutes 06 seconds East, on and along the northerly line of said Block "A" and the southerly line of said Lot Number 18, a distance of 188.80 feet to the point of beginning, containing 0.912 acres of land, subject to all restrictions, limitations, and easements of record.

Exhibit "B"
Utility Easement
(see attached)

UTILITY EASEMENT AGREEMENT

Deed Reference Number: _____

THIS UTILITY EASEMENT AGREEMENT ("Agreement") is entered into this _____ day of January, 2021, by and between **Oakmont Development Company II, LLC,** ("Grantor") and the **City of Fort Wayne, Indiana** ("Grantee").

RECITALS

A. Grantor is the owner in fee simple of certain real property located in the County of Allen, Indiana, described in the deed(s) recorded at the Cross Reference Document(s) listed above in the Office of the Recorder of Allen County, Indiana., the legal description of said Real Estate being attached hereto as "Schedule 1" (the "Real Estate").

B. Grantor has agreed to grant a permanent easement and right of entry to Grantee, across, over, under, through, and on top of the Real Estate, as described in "Schedule 2" (the "Easement") and depicted in "Schedule 3," (the "Easement Depiction") both attached hereto and made part of this Agreement by this reference, for the purposes set out in this Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, and for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, the parties hereto agree as follows:

1. Permanent Easement Grant: Grantor hereby grants, warrants, and conveys to Grantee a permanent, non-exclusive utility easement across, over, under, through and on top of the Easement for use by Grantee in constructing, installing, operating, maintaining, repairing, and reconstructing, within, under, or on top of the Easement, sewer pipes, manholes, valves, surface drains, storm sewers, drains, potable water lines, valves and valve boxes, meters and meter boxes, roadways, trails, and any other related utility equipment, structures or materials which are designated by Grantee as public utility improvements (collectively "Public Utility Improvements") to be placed under the Grantee's jurisdiction, control, and supervision.

2. Access Rights: Grantee, including Grantee's agents, employees, contractors, sub-contractors, and assigns, have the rights of ingress and egress within the Easement at all times for the purposes described in Paragraph 1 herein. Grantee shall provide reasonable notice of entry when practicable to Grantor prior to entering upon the Easement for such purposes, and when entering on the Easement the Grantee shall use Grantee's best efforts to minimize interference with Grantor's use of the Real Estate.

3. Permissible Improvements Within Easement: Grantor may install asphalt, concrete, blacktop, and other pavement, curbs, grass, and low level plantings with shallow root systems. Small temporary structures are permissible within the Easement. Grantee shall have the right to remove any temporary structure, asphalt, concrete, blacktop, other pavement, or any impediment that is present within or on top of the Easement, if Grantee finds it reasonably necessary to do so in order to access the Public Utility Improvements. Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor in accordance with Paragraph 6.

4. Non-Permissible Improvements Within Easement: Except as provided in paragraph 3 above, nothing shall be placed in, on, over or under the Easement, whether by Grantor, with Grantor's

knowledge, or after Grantor's ratification after the fact, which will obstruct or interfere with the purpose of the Easement, or with Grantee's access to the Easement, or with Grantee's access to the Public Utility Improvements, unless such placement has been authorized in writing in advance by Grantee. Whether or not an action, the placement of, or the construction of an item or material obstructs or interferes with the purpose of or access to the Easement or Public Utility Improvements is a fact to be determined by the Grantee. This restriction also applies to actions, materials, and/or other items placed outside of the Easement that affect Grantee's access to the Easement or the Public Utility Improvements.

4a. Grantee may remove any unauthorized obstruction or impediment placed in, on, over, under, or outside of the Easement without obligation to restore or replace said unauthorized obstruction or impediment. Grantee shall have no duty to restore any disturbance or damage caused to the Real Estate that may occur during the removal of any such unauthorized obstruction or impediment. If Grantee removes any such unauthorized obstruction or impediment, Grantor shall reimburse Grantee for Grantee's reasonable costs and fees associated with said removal.

4b. Grantee may choose to have Grantor remove any unauthorized obstruction or impediment solely at Grantor's cost and expense.

5. Maintenance: Grantee shall provide and shall pay all costs in connection with functional maintenance of the Public Utility Improvements within the Easement as determined by the Grantee in order to assure adequate functioning of the Public Utility Improvements. Grantee shall not be liable for general maintenance of the Real Estate encumbered by the Easement except as otherwise set forth in this paragraph 5. Grantor shall be liable for general maintenance of the Real Estate encumbered by the Easement, including mowing and compliance with paragraphs 3 and 4 above; provided, however, that notwithstanding the foregoing, any roadway or similar access road constructed by Grantee to and from the Public Utility Improvements and the public right of way knows as Deer Track Cove shall be maintained by Grantee in a commercially reasonable manner at Grantee's sole cost and expense.

6. Damages Caused by Grantee: Grantee agrees to repair or pay the Grantor for actual damages sustained by Grantor to fences, gates, irrigation and drainage systems, curbs, drives, parking areas, sidewalks, lawns, signs, and crops that are permitted herein, when such damages arise out of Grantee's exercise of the rights herein granted.

6a. Grantee agrees to restore the surface of the Easement to substantially the condition in which the surface of the Easement was found immediately prior to Grantee's entry onto the Easement for purposes of this Agreement, subject to paragraph 7 below.

6b. In the event of any damage to any land, crops, livestock, improvements, or the environment, within or outside of the Easement, caused by Grantee's assigns, agents, contractors, or sub-contractors [hereinafter referred to as "Independent Contractor(s)"], Grantee shall make prompt and diligent efforts to hold accountable such Independent Contractor(s) that is/are responsible for the damage or claim. In the event of non-performance by the Grantee's Independent Contractor(s) within thirty (30) days, Grantee shall, at Grantee's discretion, either (1) take action to cure the damage or claim, or (2) request action by the Independent Contractor(s)' performance bond agent(s) to cure the damage or claim. Otherwise, Grantee shall not be responsible or liable for any such claims.

7. Construction Plan Compliance: Grantor understands that any construction, installation, operation, maintenance, repairs, or reconstruction of the Public Utility Improvements may be performed by an employee, contractor, or sub-contractor of Grantee, and as such, any such work, including restoration of the Easement after the aforementioned work is complete, shall comply with the drawings,

specifications, and plans that Grantee possesses for said work. Upon written request from Grantor, Grantee shall submit a copy of said drawings, specifications, or plans to Grantor.

8. Grantor's Indemnity of Grantee: Grantor agrees to indemnify and hold harmless the Grantee, including Grantee's agents, employees, contractors and assigns, from and against any and all claims against the Grantee for direct damages, injuries, losses, demands or costs arising out of or in any manner associated with Grantor's possession, control, operation, use or maintenance of the Easement as provided herein, except for any claims arising as a result of the Grantee's intentional acts, to the extent permitted by law.

9. Limitation of Indemnity: The indemnification provided herein by Grantor pursuant to paragraph 8 is limited to indemnity for direct damages and expressly excludes indemnification for special, consequential, punitive, and incidental damages.

10. Consideration: Grantor acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by the Grantee of rights to subject Grantor and Grantor's property to sewer rates, drainage fees, potable water rates, rentals, and other charges, including special assessments, as may be authorized by law.

11. Continuing Effect: The terms and provisions of this Agreement shall be binding upon the Grantor, including the Grantor's heirs, legal representatives, successors, nominees and assigns, and shall run with the Real Estate. Any subsequent sale or transfer of the Real Estate shall be subject to this Agreement. This Agreement is subject to all prior easements and other encumbrances of record.

12. Grantor's Use: Except as to the rights granted in this Agreement, Grantor shall have the full use and control of the Easement.

13. Amendments: This Agreement may only be amended by prior written consent signed by Grantor and Grantee.

14. Notices: All notices to either party shall be sent to the following addresses:

If to the Grantor: Oakmont Development Company II, LLC
9601 Coldwater Rd
Fort Wayne, IN 46825

If to the Grantee: City Utilities Engineering
200 E. Berry St., Suite 250
Fort Wayne, Indiana
46802

Either party to this Agreement may change their respective address by mailing notice of same to the other party via certified mail.

15. Governing Law: The laws of the State of Indiana shall govern this Agreement.

16. Grantor's Covenant of Ownership: Grantor covenants that Grantor is the lawful owner of the Real Estate, that Grantor is freely and lawfully granting the easement rights herein, and that Grantor has full right and power to convey the same.

17. Incorporation of Recitals: All recitals set forth at the outset of this Agreement are incorporated herein by this reference and are true.

18. Entire Agreement: The eleven (11) pages of this Agreement, (including the attached Schedules "1", "2" and "3)" comprise the entire Agreement made between the City of Fort Wayne, Indiana, and **Oakmont Development Company II, LLC**, on this date.

(Signature pages and Schedules to follow.)

IN TESTIMONY WHEREOF, witness the signature of Grantor on this ___ day of _____, 20___.

GRANTOR: Oakmont Development Co. II, LLC

Signature: _____ (must be signed in front of a Notary Public)
Jeff Thomas, Managing Member

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared **Jeff Thomas** on behalf of **Oakmont Development Co. II, LLC,** and acknowledged the execution of the foregoing **Grant of Utility Easement Agreement** as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this ___ day of _____, 20___.

_____ _____
Notary Public Signature Notary Public Printed Name

My Commission Expires: _____

My County of Residence: _____

Executed and Delivered in my presence:

GRANTEE:

CITY OF FORT WAYNE, INDIANA

_____
Witness Signature

By: _____

_____
Witness's Printed Name

Seth Weinglass, Program Manager
Capital Project Services – Fort Wayne City Utilities
on behalf of the City of Fort Wayne, Indiana, Board of Public Works

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared **Seth Weinglass,** as Program Manager – Capital Project Services – Fort Wayne City Utilities, on behalf of the City of Fort Wayne, Indiana, Board of Public Works, and acknowledged the execution of the foregoing **Grant of Utility Easement Agreement**.

WITNESS my hand and seal this ___ day of _____, 2021.

County of Residence: _____

_____
Notary Public

Commission Expires: _____

_____
Printed Name

Commission No.: _____

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, a Notary Public in and for said County and State, personally appeared _____ [Witness's Name], being known to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by **Seth Weinglass** as Program Manager – Capital Project Services – Fort Wayne City Utilities, on behalf of the City of Fort Wayne, Indiana, Board of Public Works, in the above-named subscribing witness's presence, and that the above-named subscribing witness is not a party to the transaction described in the foregoing **Grant of Utility Easement Agreement** and will not receive any interest in or proceeds from the property that is the subject of the transaction.

County of Residence: _____

_____
Notary Public

Commission Expires: _____

_____
Printed Name

Commission No.: _____

THIS INSTRUMENT prepared by/when recorded mail to: Thomas M. Niezer, Attorney No. 11274-02, Barrett McNagny LLP, 215 East Berry Street, P.O. Box 2263, Fort Wayne, Indiana 46802-2263. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas M. Niezer

SCHEDULE 1
REAL ESTATE

A tract of land located in the Northeast Quarter of Section 6, T32N, R13E, in Allen County, the State of Indiana, more fully described as follows:

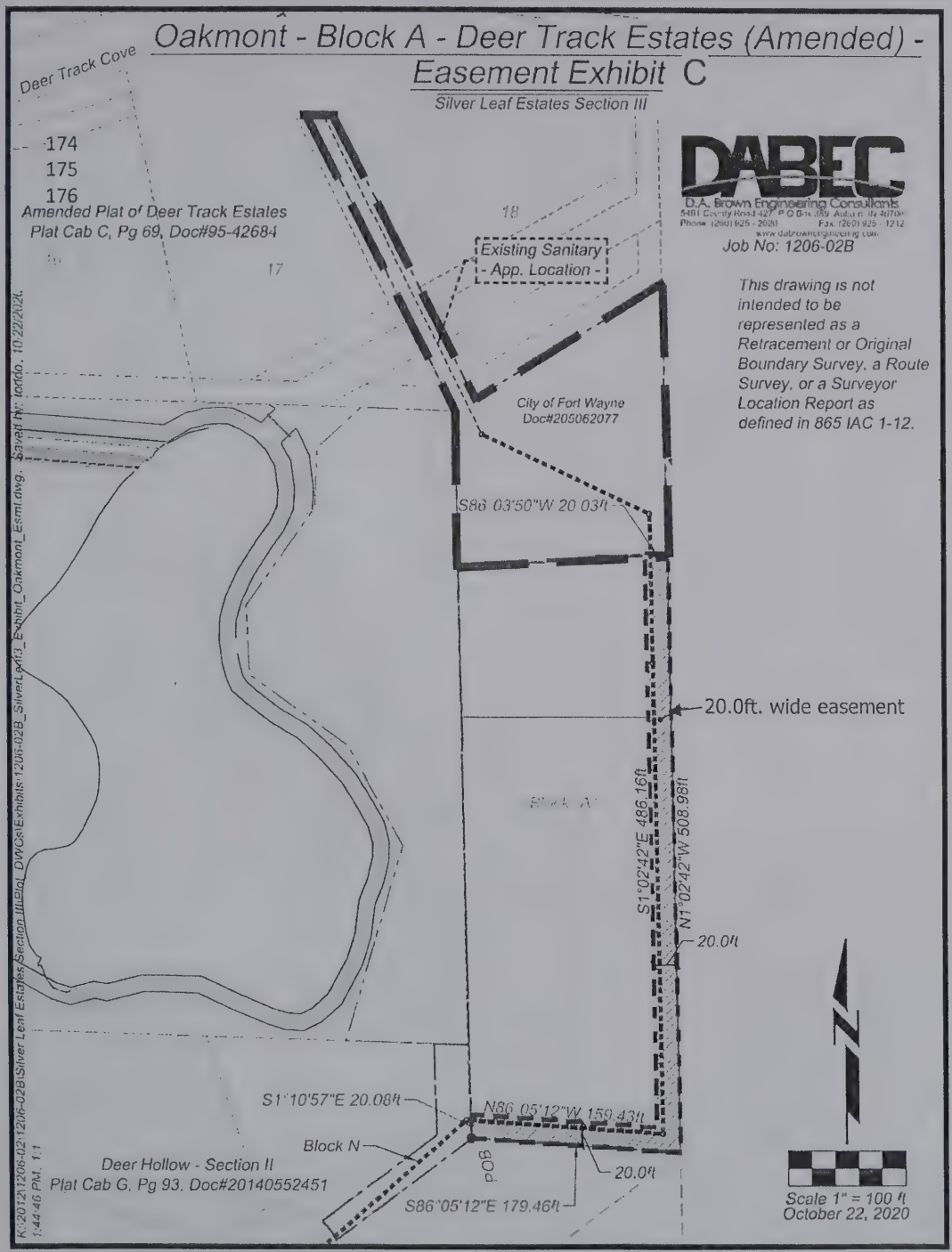
BEGINNING at a Rebar stake with cap (FIRM 0042) in the Northeast corner of Block N as shown on the plat of Deer Hollow - Section II as recorded in Allen County Document No. 2014052451 (Plat Cabinet G, page 93); Thence South 01 Degrees 10 Minutes 57 Seconds East (Recorded Plat Basis of Bearings), a distance of 79.42 feet along the East line of said Block N to a Rebar stake with cap (FIRM 0042) in the Northwest corner of Lot #52 in said Deer Hollow - Section II; Thence South 86 Degrees 05 Minutes 12 Seconds East, a distance of 179.46 feet along the North line of said Lot #52 to a Rebar stake with cap (FIRM 0042) in the Northeast corner thereof; Thence North 01 Degrees 02 Minutes 42 Seconds West, a distance of 508.98 feet along the East line of Block A as shown on the Amended plat of Deer Track Estates as recorded in Allen County Document No. 95-42684 (Plat Cabinet C, page 69) to a Rebar stake with cap (FIRM 0042) the Southeast corner of the tract of land described in the conveyance to the City of Fort Wayne, Indiana in Allen County Document No. 205062077; Thence South 86 Degrees 03 Minutes 50 Seconds West, a distance of 180.18 feet along the South line of said City of Fort Wayne tract to a Rebar stake with cap (FIRM 0042) in the Southwest corner thereof; Thence North 01 Degrees 10 Minutes 57 Seconds West, a distance of 132.20 feet along the West line of Block A in the Amended plat of Deer Track Estates as referenced above to a Rebar stake with cap (FIRM 0042) in the Southeast corner of Lot #17 therein; Thence North 88 Degrees 05 Minutes 27 Seconds West, a distance of 79.80 feet along the South line of said Lot #17 to a Rebar stake with cap (FIRM 0042); Thence South 46 Degrees 54 Minutes 33 Seconds West, a distance of 51.22 feet to a Rebar stake with cap (FIRM 0042); Thence South 01 Degrees 54 Minutes 33 Seconds West, a distance of 49.72 feet to a Rebar stake with cap (FIRM 0042); Thence South 35 Degrees 19 Minutes 05 Seconds West, a distance of 101.09 feet to a Rebar stake with cap (FIRM 0042); Thence South 02 Degrees 58 Minutes 48 Seconds East, a distance of 58.89 feet to a Rebar stake with cap (FIRM 0042); Thence South 54 Degrees 02 Minutes 17 Seconds East, a distance of 102.53 feet to a Rebar stake with cap (FIRM 0042); Thence South 28 Degrees 31 Minutes 17 Seconds East, a distance of 96.63 feet to a Rebar stake with cap (FIRM 0042); Thence South 16 Degrees 27 Minutes 03 Seconds West, a distance of 172.28 feet to a Rebar stake with cap (FIRM 0042); Thence South 88 Degrees 08 Minutes 56 Seconds East, a distance of 105.00 feet along the North line of Deer Hollow - Section II as referenced above to the **POINT OF BEGINNING**, said tract containing 3.425 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record. A survey of said tract of land being represented by Plat of Survey #32-13-06-05 as prepared by D. A. Brown Engineering Consultants, Inc., 5491 CR427, PO Box 389, Auburn, Indiana 46706.

SCHEDULE 2
EASEMENT

A tract of land located in the Northeast Quarter of Section 6, T32N, R13E, in Allen County, the State of Indiana, more fully described as follows:

BEGINNING at the Northwest corner of Lot #52 as shown on the plat of Deer Hollow - Section II as recorded in Allen County Document No. 2014052451 (Plat Cabinet G, page 93); Thence South 86 Degrees 05 Minutes 12 Seconds East (Recorded Plat Basis of Bearings), a distance of 179.46 feet along the North line of said Lot #52 to the Northeast corner thereof; Thence North 01 Degrees 02 Minutes 42 Seconds West, a distance of 508.98 feet along the East line of Block A as shown on the Amended plat of Deer Track Estates as recorded in Allen County Document No. 95-42684 (Plat Cabinet C, page 69) to the Southeast corner of the tract of land described in the conveyance to the City of Fort Wayne, Indiana in Allen County Document No. 205062077; Thence South 86 Degrees 03 Minutes 50 Seconds West, a distance of 20.03 feet along the South line of said City of Fort Wayne tract; Thence South 01 Degrees 02 Minutes 42 Seconds East, a distance of 486.16 feet along a line that is parallel with and Twenty (20) feet West of the East line of Block A as referenced above; Thence North 86 Degrees 05 Minutes 12 Seconds West, a distance of 159.43 feet along a line that is parallel with and Twenty (20) feet North of the North line of Lot #52 as referenced above; Thence South 01 Degrees 10 Minutes 57 Seconds East, a distance of 20.08 feet along the East line of Block N in Deer Hollow - Section II as referenced above to the **POINT OF BEGINNING**, said tract containing 13340 Square Feet, or 0.3062 Acres, more or less, and being subject to all public road rights-of-way and to all easements of record.

SCHEDULE 3
EASEMENT DEPICTION
(SEE ATTACHED)


Oakmont - Block A - Deer Track Estates (Amended) -
Easement Exhibit C
Silver Leaf Estates Section III
Deer Track Cove
174
175
176
Amended Plat of Deer Track Estates
Plat Cab C, Pg 69, Doc#95-42684
18
17
Existing Sanitary
- App. Location -
City of Fort Wayne
Doc#205062077
S86°03'50"W 20.03ft
20.0ft. wide easement
S1°02'42"E 486.16ft
N1°02'42"W 508.98ft
20.0ft
S1°10'57"E 20.08ft
N86°05'12"W 159.43ft
Block N
Deer Hollow - Section II
Plat Cab G, Pg 93, Doc#20140552451
POB
20.0ft
S86°05'12"E 179.46ft
DABEC
D.A. Brown Engineering Consultants
5481 County Road 427 P.O. Box 189 Auburn, IN 46706
Phone: (260) 925 - 2020 Fax: (260) 925 - 1212
www.dabeengineering.com
Job No: 1206-02B
This drawing is not intended to be represented as a Retracement or Original Boundary Survey, a Route Survey, or a Surveyor Location Report as defined in 865 IAC 1-12.
N
Scale 1" = 100 ft
October 22, 2020
K:\2012\1206-02\1206-02B\Silver Leaf Estates Section III\Plat_DWGs\Exhibits\1206-02B_SilverLeaf3_Exhibit_Oakmont_Esmt.dwg, Sarah N. Iorio, 10/22/2020 1:44:46 PM, 1:1

Water Pollution Control Plant
Wet Weather Pump Station Coarse Screen Cleaning – Phase II
RESOLUTION NO. 76916

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the removal of sediment and debris located upstream of the Wet Weather Pump Station Coarse Screen.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Wet Weather Pump Station Coarse Screen Cleaning – Phase II.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $35,000.00.

APPROVED THIS 9 DAY OF February, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Water Pollution Control Plant Pond Capacity Restoration – Phase III
RESOLUTION NO. 76932

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the removal of solids accumulated in the Pond decant facility at the Water Pollution Control Plant Ponds.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Water Pollution Control Plant Pond Capacity Restoration – Phase III**.

Declares the cost of the said improvements shall be paid by the funds from public funds from Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $278,000.00.

APPROVED THIS 9 DAY OF February, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0447D

Alley R01757: N/S - E. Pontiac St., Colerick St., Lillie St., S. Anthony Blvd.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal of the existing alleyway and alley approaches. Construction of new concrete alleyway, concrete alley approaches, replacement and adjustment of castings, and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16 day of February, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0487A

2021 Resurfacing Package Southeast

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Street resurfacing of various street segments in the southeast quadrant of the city by milling and resurfacing 1-2", asphalt patching as necessary, furnishing and adjusting new and existing castings, and placement of pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16 day of February, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0498C

Sherwood to Pettit Neighborhood Concrete Street Repairs

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The Sherwood to Pettit Neighborhood by replacing concrete streets, upgrading castings, repairing sidewalk, and upgrading ADA ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16 day of February, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

WHEELOCK AND EBY WATER MAIN EXTENSION
RESOLUTION NO. 67020

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 2840' of 12" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **WHEELOCK AND EBY WATER MAIN EXTENSION.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $360,000.00.

APPROVED THIS 16 DAY OF February, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	9839 Wheelock	Coleen & Thomas Cameron	Easement	$3,279	Complete
2	9246 Eby	Brian Abel	Easement	$0	Complete
3	9655 Wheelock	Thomas Gerry Wheelock	Easement	$2,000	Complete
4	9613 Wheelock	Daniel Parker	Easement	$0	Complete
5	9511 Wheelock	Daniel & Susan Parker	Easement	$0	Complete
6	9333 Wheelock - Barn	Daniel Parker	Easement	$0	Complete
7	9333 Wheelock - House	Daniel Parker	Easement	$0	Complete
8	9253 Wheelock	Daniel Parker	Easement	$0	Complete
9	9201 Wheelock	AEP	Easement	$500	Complete
10	9119 Wheelock	David Billian & Linda Smith	Easement	$0	Complete
11	9017 Wheelock	James Gentile	Easement	$0	Complete
12	9229 Flutter Rd	Larry & Vickie Burton	Easement	$0	Complete

TOTAL: **$5,779**

IMPROVEMENT RESOLUTION NO. 0489C

Springwood-Orchard Woods Concrete Street Repairs, Phase 2

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

poor condition concrete streets in the Springwood-Orchard Woods neighborhood by removing and replacing concrete pavement, some residential drive approaches, sidewalks and update ADA Ramps, improve drainage features, and finalize restoration and seeding.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23 day of February, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

March

2021

IMPROVEMENT RESOLUTION NO. 0550T

2021 Traffic Citywide Misc

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Installation of signal detection and traffic signal equipment for City resurfacing and miscellaneous Public Works projects as needed.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Tillman/Calhoun Lift Station – Conversion to Submersible LS
RESOLUTION NO. 76801

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the improvements to Tillman/Calhoun Lift Station including removal of existing dry-pit with associated equipment and installing new wet well, valve vault, pumps, piping, valves, hatches, controls, and telemetry.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Tillman/Calhoun Lift Station – Conversion to Submersible LS.

Declares the cost of the said improvements shall be paid by funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $292,250.00

APPROVED THIS 2 DAY OF March, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0279R

DUPONT ROAD TRAIL - COLDWATER ROAD TO PINE MILLS ROAD

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The south side of Dupont Road by constructing an 8 foot wide asphalt trail from Coldwater Road to Pine Mills Road. The project includes ADA curb ramps, drainage structures, a bus pad, a park bench, crosswalks and sidewalk connections.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0384B

Brick Alley Reconstruction: West Wayne St, West Washington Blvd, College St, Rockhill St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Brick Alley from College St. to Rockhill St. between W. Washington Blvd. and W. Wayne St., by removing and resetting the existing brick alley, reconstructing alley drive approaches, replacing castings, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0485A

2021 RESURFACING PACKAGE NORTHWEST

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Streets in the 2nd, 3rd, & 5th Districts by milling and resurfacing various locations

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0492C

BURNING TREE CONCRETE STREET REPAIRS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The Burning Tree Neighborhood by reconstructing concrete streets, updating ADA curb ramps, and placing underdrains

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT
Kumar Menon, Member

Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0509B

Brick Alley Reconstuction: W Creighton Ave, Webster St, W Taber St, S Harrison St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The Alley between W Creighton Ave, Webster St, Taber St, and S Harrison St by reconstructing brick alley, alley approach, adjusting castings, sidewalk, and restoration

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0532X

MAIN STREET BRIDGE LIGHTING IMPROVEMENTS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Rehabilitation of existing decorative light poles. Installation of new LED light fixtures and circuit wiring on the Main Street Bridge over the Saint Mary's River.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0488A

2021 RESURFACING PACKAGE SOUTHWEST

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Resurfacing of streets in Council Districts 4 & 5 by milling and resurfacing 1.5"- 3", asphalt patching as necessary, furnishing and adjusting new castings, adjusting existing castings/ water valve boxes and placement of new pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16 day of March, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

RESOLUTION NO. 108-3-16-21-1

RESOLUTION: SIGNATORY AUTHORIZATION RESOLUTION

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, herein called the Participant has plans for wastewater and/or drinking water infrastructure improvement projects to meet State and Federal regulations and the Participant intends to proceed with the construction of such works:

WHEREAS, the Board of Public Works has adopted this Resolution dated March 16, 2021.

NOW, THEREFORE BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, the governing body of said community, that:

1. Kumar Menon, Director, Matthew Wirtz, Deputy Director, Justin Brugger, and/or Bogdan Vlagea as employees of the City of Fort Wayne be authorized to make application for a State Revolving Fund Loan ("SRF Loan") and provide the SRF Loan Program such information, data and documents pertaining to the loan process as may be required, and otherwise act as the authorized representatives of the Participant; and

2. The Participant agrees to comply with State and Federal requirements as they pertain to the SRF Loan Program; and

3. Two certified copies of this Resolution be prepared and submitted as part of the Participant's Preliminary Engineering Report.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **16th day of March 2021**, at its regularly scheduled meeting.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____ 3/16/21
Michelle Fulk-Vondran, Clerk

EMERGENCY RESOLUTION NUMBER 108-3-16-21-2
10105 COLDWATER ROAD EMERGENCY SEPTIC ELIMINATION

WHEREAS, an existing septic system has failed at the property of 10105 Coldwater Road and;

WHEREAS, said failure could not reasonably be foreseen and requires immediate action, and;

WHEREAS, installation of a 2" HDPE directionally drilled force main is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, A&B Boring, Lawnscape Site Development, Zimmerman Septic Services, and Underground Contractors, will be invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 16th day of March ,2021.

BOARD OF PUBLIC WORKS

By _____
Shan Gunawardena, Chair

By _____
Kumar Menon, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION No. 0435D

Alley R01499 N-S: W. Foster Pkwy., W. Branning Ave., South Wayne Ave., Arlington Ave.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

A north-south alley in the Fairmont Neighborhood Association bounded by W. Foster Parkway to the north, Branning Ave. to the south, South Wayne Ave. to the west and Arlington Ave. to the east. The existing concrete alley and approaches will be removed and replaced with a fourteen foot (14') wide concrete alley and new southern approach & sidewalk at Branning Ave. Minor stormwater adjustments along with curb and restoration are included with this project as well.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23 day of March, 2021.

BOARD OF PUBLIC WORKS

ABSENT

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0456D

Alley R00748: E/W - Broadway, Beaver Ave, W. Oakdale Dr, Illsley Dr

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Concrete Alley from Broadway to Beaver Ave. between Illsley Dr. to W. Oakdale Dr., by removing and replacing the existing concrete alley, reconstructing alley drive approach and adjacent sidewalk, installing and adjusting castings, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23 day of March, 2021.

BOARD OF PUBLIC WORKS

ABSENT
Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

Coverdale Improvements – Mechanical & Wet Well
RESOLUTION NO. 76876

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the replacement of pump bases and plumbing inside the wet well, repair and polymer coat the wet well.

Said improvements with all their appurtenances shall be constructed in accordance with the specifications titled, Coverdale Improvements – Mechanical & Wet Well.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $184,500.00.

APPROVED THIS 23 DAY OF March, 20 21.

BOARD OF PUBLIC WORKS

BY: ABSENT
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF A CERTAIN AREA OF UNIMPROVED RIGHT OF WAY DESIGNATED NUTTMAN AVENUE IN FORT WAYNE, INDIANA

RESOLUTION NUMBER #108-3-23-21-1

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to a certain area of real property, 25 feet in width and approximately 606 feet in length, previously part of a public right of way designated Nuttman Avenue in Fort Wayne, Indiana, as more particularly described and depicted in Exhibit 1 attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the Property has never been improved into a public street, and the City has no present use for the surface of the Property, and future street improvements by the City in this area are unlikely.

WHEREAS, the Property has not been assessed, and has been appraised by a professionally-licensed commercial appraiser; and

WHEREAS, the highest and best use of the Property is sale to an abutting landowner;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to Indiana Code 36-1-11-5.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 23rd day of March, 2021.

BOARD OF PUBLIC WORKS

BY: ABSENT
Shan Gunawardena, Chair of Public Works

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____ 3-23-21
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared ABSENT ~~Shan Gunawardena,~~ Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of March, 2021.

My Commission Expires:
MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Michelle R. Nelson
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

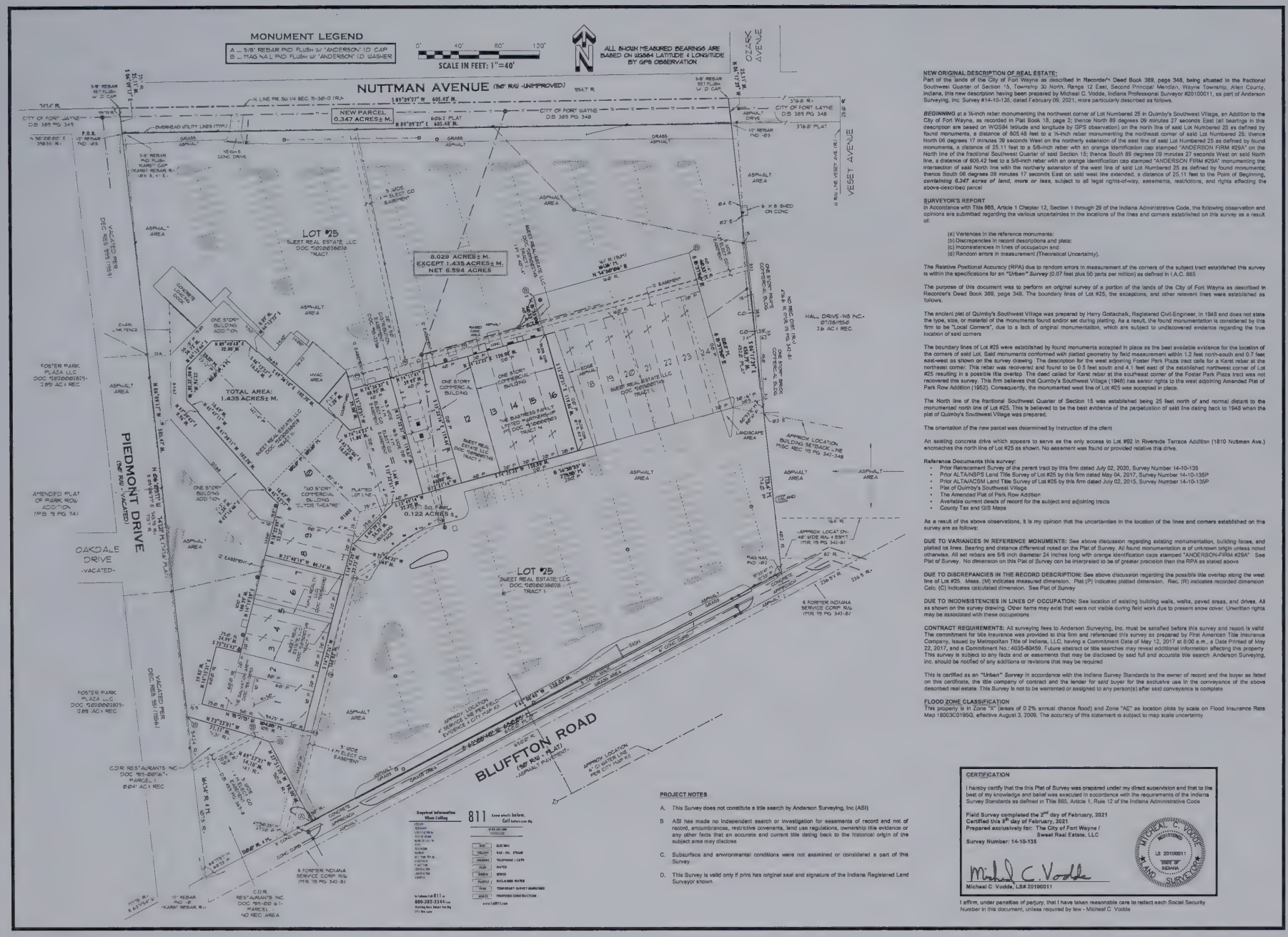
Landowner: City of Fort Wayne
Mailing Address: 200 E Berry St. Ste. 250
Fort Wayne, IN 46802

AFFECTED PROPERTY:

Last Deed: Book 389, Page 348

General description: An approximately 606-foot long, unimproved part of the south half of Nuttman Avenue right of way, west of Ozark Avenue, abutting the Quimby Village Shopping Center (Full legal description and survey attached hereto.)

INTEREST TO BE SOLD: Fee simple in a newly-created parcel.


MONUMENT LEGEND
A – 5/8" REBAR PID FLUSH W/ "ANDERSON" ID CAP
B – MAG NAIL PID FLUSH W/ "ANDERSON" ID WASHER
SCALE IN FEET: 1"=40'
ALL SHOWN MEASURED BEARINGS ARE BASED ON WGS84 LATITUDE & LONGITUDE BY GPS OBSERVATION
NUTTMAN AVENUE (80' R/W - UNIMPROVED)
OZARK AVENUE
VEST AVENUE
NEW PARCEL 0.347 ACRES± M.
8.029 ACRES± M. EXCEPT 1.435 ACRES± M. NET 6.594 ACRES
LOT #25 SWEET REAL ESTATE, LLC DOC #2020030018 TRACT I
TOTAL AREA: 1.435 ACRES± M.
0.122 ACRES±
PIEDMONT DRIVE (80' R/W - VACATED)
OAKDALE DRIVE -VACATED-
BLUFFTON ROAD (100' R/W - FLAT) - ASPHALT PAVEMENT
FOSTER PARK PLAZA LLC DOC #2020001829 2.89 AC± REC
HALL DRIVE-INS INC. 07/28/1950 2.8 AC± REC
C&R RESTAURANTS INC DOC #93-20016 PARCEL I 0.24 AC± REC
C&R RESTAURANTS INC DOC #93-20016 PARCEL NO REC AREA
AMENDED PLAT OF PARK ROW ADDITION (PB 'B' PG 114)
VACATED PER DOC #93-15864
VACATED PER DOC #93-15864
8 FOOTER INDIANA SERVICE CORP R/W (MR 19 PG 342-B)
ONE STORY COMMERCIAL BUILDING
TWO STORY COMMERCIAL BUILDING "CLYDE THEATRE"
ONE STORY BRICK COMMERCIAL BLDG
THE BUSINESS FAMILY LIMITED PARTNERSHIP DOC #2006030063 TRACT 4
SWEET REAL ESTATE LLC DOC #2020030018 TRACT II
SWEET REAL ESTATE LLC DOC #2020030018 TRACT III
APPROX. LOCATION BUILDING SETBACK LINE MISC REC 119 PG 347-349
APPROX. LOCATION OF 40' WIDE R/W + ESMT'S (MR 19 PG 342-B)
APPROX LOCATION OF SERVICE LINE PER FIELD EVIDENCE & CITY MAP
APPROX LOCATION & TO WATER LINE PER CITY MAP
Know what's below. Call before you dig.
811
ELECTRIC
TELECOM
GAS - OIL - STEAM
TELEPHONE / CATV
WATER
SEWER
RECLAIMED WATER
TEMPORARY SURVEY MARKINGS
PROPOSED EXCAVATION
Indiana Call 811 or 800-382-5544 (IN)
Kentucky Dial Before You Dig (KY)

NEW ORIGINAL DESCRIPTION OF REAL ESTATE:
Part of the lands of the City of Fort Wayne as described in Recorder^s Deed Book 389, page 348, being situated in the fractional Southwest Quarter of Section 15, Township 30 North, Range 12 East, Second Principal Meridian, Wayne Township, Allen County, Indiana, this new description having been prepared by Michael C. Vodde, Indiana Professional Surveyor #20100011, as part of Anderson Surveying, Inc. Survey #14-10-135, dated February 09, 2021, more particularly described as follows.

BEGINNING at a ½-inch rebar monumenting the northwest corner of Lot Numbered 25 in Quimby's Southwest Village, an Addition to the City of Fort Wayne, as recorded in Plat Book 18, page 2; thence North 89 degrees 09 minutes 27 seconds East (all bearings in this description are based on WGS84 latitude and longitude by GPS observation) on the north line of said Lot Numbered 25 as defined by found monuments, a distance of 605.48 feet to a ½-inch rebar monumenting the northeast corner of said Lot Numbered 25; thence North 00 degrees 17 minutes 39 seconds West on the northerly extension of the east line of said Lot Numbered 25 as defined by found monuments, a distance of 25.11 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" on the North line of the fractional Southwest Quarter of said Section 15; thence South 89 degrees 09 minutes 27 seconds West on said North line, a distance of 605.42 feet to a 5/8-inch rebar with an orange identification cap stamped "ANDERSON FIRM #29A" monumenting the intersection of said North line with the northerly extension of the west line of said Lot Numbered 25 as defined by found monuments; thence South 00 degrees 09 minutes 17 seconds East on said west line extended, a distance of 25.11 feet to the Point of Beginning, ***containing 0.347 acres of land, more or less***, subject to all legal rights-of-way, easements, restrictions, and rights affecting the above-described parcel

SURVEYOR'S REPORT
In Accordance with Title 865, Article 1 Chapter 12, Section 1 through 29 of the Indiana Administrative Code, the following observation and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

(a) Variances in the reference monuments:
(b) Discrepancies in record descriptions and plats:
(c) Inconsistences in lines of occupation and:
(d) Random errors in measurement (Theoretical Uncertainty).

The Relative Positional Accuracy (RPA) due to random errors in measurement of the corners of the subject tract established this survey is within the specifications for an ***"Urban" Survey*** (0.07 feet plus 50 parts per million) as defined in I.A.C. 865

The purpose of this document was to perform an original survey of a portion of the lands of the City of Fort Wayne as described in Recorder's Deed Book 389, page 348. The boundary lines of Lot #25, the exceptions, and other relevant lines were established as follows.

The ancient plat of Quimby's Southwest Village was prepared by Henry Gottschelk, Registered Civil Engineer, in 1948 and does not state the type, size, or material of the monuments found and/or set during platting. As a result, the found monumentation is considered by this firm to be "Local Corners", due to a lack of original monumentation, which are subject to undiscovered evidence regarding the true location of said corners

The boundary lines of Lot #25 were established by found monuments accepted in place as the best available evidence for the location of the corners of said Lot. Said monuments conformed with platted geometry by field measurement within 1.2 feet north-south and 0.7 feet east-west as shown on the survey drawing. The description for the west adjoining Foster Park Plaza tract calls for a Karst rebar at the northeast corner. This rebar was recovered and found to be 0.5 feet south and 4.1 feet east of the established northwest corner of Lot #25 resulting in a possible title overlap. The deed called for Karst rebar at the southeast corner of the Foster Park Plaza tract was not recovered this survey. This firm believes that Quimby's Southwest Village (1948) has senior rights to the west adjoining Amended Plat of Park Row Addition (1952). Consequently, the monumented west line of Lot #25 was accepted in place.

The North line of the fractional Southwest Quarter of Section 15 was established being 25 feet north of and normal distant to the monumented north line of Lot #25. This is believed to be the best evidence of the perpetuation of said line dating back to 1948 when the plat of Quimby's Southwest Village was prepared.

The orientation of the new parcel was determined by instruction of the client

An existing concrete drive which appears to serve as the only access to Lot #92 in Riverside Terrace Addition (1810 Nuttman Ave.) encroaches the north line of Lot #25 as shown. No easement was found or provided relative this drive.

Reference Documents this survey:
- Prior Retracement Survey of the parent tract by this firm dated July 02, 2020, Survey Number 14-10-135
- Prior ALTA/NSPS Land Title Survey of Lot #25 by this firm dated May 04, 2017, Survey Number 14-10-135P
- Prior ALTA/ACSM Land Title Survey of Lot #25 by this firm dated July 02, 2015, Survey Number 14-10-135P
- Plat of Quimby's Southwest Village
- The Amended Plat of Park Row Addition
- Available current deeds of record for the subject and adjoining tracts
- County Tax and GIS Maps

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows:

DUE TO VARIANCES IN REFERENCE MONUMENTS: See above discussion regarding existing monumentation, building faces, and platted lot lines. Bearing and distance differences noted on the Plat of Survey. All found monumentation is of unknown origin unless noted otherwise. All set rebars are 5/8 inch diameter 24 inches long with orange identification caps stamped "ANDERSON-FIRM #29A" See Plat of Survey. No dimension on this Plat of Survey can be interpreted to be of greater precision than the RPA as stated above

DUE TO DISCREPANCIES IN THE RECORD DESCRIPTION: See above discussion regarding the possible title overlap along the west line of Lot #25. Meas. (M) indicates measured dimension. Plat (P) indicates platted dimension. Rec. (R) indicates recorded dimension Calc. (C) indicates calculated dimension. See Plat of Survey

DUE TO INCONSISTENCIES IN LINES OF OCCUPATION: See location of existing building walls, walks, paved areas, and drives. All as shown on the survey drawing. Other items may exist that were not visible during field work due to present snow cover. Unwritten rights may be associated with these occupations

CONTRACT REQUIREMENTS: All surveying fees to Anderson Surveying, Inc. must be satisfied before this survey and report is valid. The commitment for title insurance was provided to this firm and referenced this survey as prepared by First American Title Insurance Company, issued by Metropolitan Title of Indiana, LLC, having a Commitment Date of May 12, 2017 at 8:00 a.m., a Date Printed of May 22, 2017, and a Commitment No.: 4035-5859. Future abstract or title searches may reveal additional information affecting this property. This survey is subject to any facts and or easements that may be disclosed by said full and accurate title search. Anderson Surveying, Inc. should be notified of any additions or revisions that may be required

This is certified as an ***"Urban" Survey*** in accordance with the Indiana Survey Standards to the owner of record and the buyer as listed on this certificate, the title company of contract and the lender for said buyer for the exclusive use in the conveyance of the above described real estate. This Survey is not to be warranted or assigned to any person(s) after said conveyance is complete

FLOOD ZONE CLASSIFICATION
This property is in Zone "X" (areas of 0.2% annual chance flood) and Zone "AE" as location plots by scale on Flood Insurance Rate Map 18003C0195G, effective August 3, 2009. The accuracy of this statement is subject to map scale uncertainty

PROJECT NOTES

A. This Survey does not constitute a title search by Anderson Surveying, Inc (ASI)

B ASI has made no Independent search or investigation for easements of record and not of record, encumbrances, restrictive covenants, land use regulations, ownership title evidence or any other facts that an accurate and current title dating back to the historical origin of the subject area may disclose

C. Subsurface and environmental conditions were not examined or considered a part of this Survey

D. This Survey is valid only if print has original seal and signature of the Indiana Registered Land Surveyor shown

CERTIFICATION

I hereby certify that this this Plat of Survey was prepared under my direct supervision and that to the best of my knowledge and belief was executed in accordance with the requirements of the Indiana Survey Standards as defined in Title 865, Article 1, Rule 12 of the Indiana Administrative Code

Field Survey completed the 2nd day of February, 2021
Certified this 9th day of February, 2021
Prepared exclusively for: The City of Fort Wayne / Sweet Real Estate, LLC
Survey Number: 14-10-135

Michael C. Vodde

Michael C. Vodde, LS# 20100011

MICHAEL C. VODDE — LS 20100011 — STATE OF INDIANA — REGISTERED LAND SURVEYOR

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law - Michael C. Vodde

ANDERSON SURVEYING, INC.
Registered Professional Engineers and Land Surveyors
Indiana Land Surveying Firm Identification Number: 29A
1324 Stony Avenue
Fort Wayne, IN 46808
Phone: (260) 481-1724
Fax: (260) 482-6855
www.andersonsurveying.com

1947 E. Schug Road
Columbia City, IN 46725
Phone: (260) 691-3425
Fax: (260) 482-6855
Toll Free: (888) 485-1724
www.ANDERSONSURVEYING.COM

Original Boundary Survey

Part of the lands of the City of Fort Wayne
Bluffton Rd., Fort Wayne, IN 46809
Part of the Fractional SW 1/4, Section 15, T. 30 N., R. 12 E.
Wayne Towaship, Allen County, IN

NO	REVISION	DATE	BY

SCALE: 1" = 40'	DRAWN BY: C.J.S.
ISSUE DATE: 02/09/2021	CHECKED BY: M.C.V

SAVED FILE: ITEM 7 / 14-10-135 BLUFFTON RD / 14-10-135 SURVEY.dwg

SHEET TITLE
ORIGINAL SURVEY
Bluffton Road
Fort Wayne, IN 46809

SURVEY NO.: 14-10-135

PAGE 1 OF 1
SURVEY

April

2021

IMPROVEMENT RESOLUTION NO. 0510B

BRICK ALLEY RECONSTRUCTION -R01307: E-W W. WAYNE ST., W. WASHINGTON BLVD., JACKSON ST., UNION ST.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

HISTORIC BRICK ALLEY BY REMOVING AND RESETTING EXISTING BRICK PAVERS AND UPGRADING CONCRETE APPROACHES.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 6th day of April, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

WELLS AND WALLYWOOD WATER MAIN REPLACEMENT
RESOLUTION NO. 67032

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 470' of 6" and 1900' of 12" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **WELLS AND WALLYWOOD WATER MAIN REPLACEMENT.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $535,000.00.

APPROVED THIS 6 DAY OF April, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	3000 Wells St.	Braun LLC	Easement	$2,881.62	Complete
2	3126 Wells St.	Mohamad Mariam	Easement	$3,000.00	Pending
3	3212 Wells St.	KPC Distributor Inc.	Easement	$2,482.12	Complete
4	3320 Wells St.	Transport Realty Inc	Easement	$2,500.00	Complete
5	3426 Wells St.	Dreyer's Grand Ice Cream, Inc.	Easement	$0.00	Complete

TOTAL: **$10,864**

FORT WAYNE FIRE DEPARTMENT E. DWENGER TRAINING FACILITY EXPANSION RESOLUTION NO. 83776

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of a new training facility for the Fort Wayne Fire Department, including all site development for a new asphalt drive, concrete pad, stormwater improvements, water improvements, moving an existing clay flood berm, and associated grading and restoration.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Fort Wayne Fire Department E. Dwenger Training Facility Expansion.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Stormwater Utility Revenue, Fort Wayne Water Utility Revenue, and the Fort Wayne Fire Department.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $169,000.00

APPROVED THIS 6 DAY OF April, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: ABSENT
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

2021-2023 SUBSURFACE UTILITY EXPLORATION (SUE) ON-CALL SERVICES
RESOLUTION NO. 108-4-6-21-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting labor and equipment quotes for SUE Services in all phases of professional SUE Work, representation for the Project, providing professional SUE consultation and advice, furnishing SUE services, and other customary services incidental thereto from July 1, 2021 through December 31, 2023 on an "as needed" basis.

Said services shall be constructed in accordance with the SUE quote documents, project plans, and specifications.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

APPROVED THIS 6 DAY OF April, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0238P

2021 Flood Buyout Demolition (6) Project

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The work includes the demolition of the noted homes, asbestos remediation where called for, and site resotration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of April, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. #0286C

Nordholme Avenue Concrete Street Repairs

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Nordholme Avenue from Vance Avenue to State Street, reconstructing the existing curb line and raising three inches with new subsurface drainage. Other improvements will include overlay of asphalt with geosynthetic fabric, updating three ADA ramps at Vance Avenue, drive approaches, alley approaches, and new inlets with castings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of April, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0446D

Alley North/South, East/West: McKinnie Ave, Lexington Ct, S Calhoun St, S Clinton St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Concrete T-shaped Alley(s) from McKinnie Ave. to Lexington Ct. and East of S. Calhoun St. to S. Clinton St., by removing and replacing the existing concrete alley, reconstructing alley drive approaches and adjacent sidewalk, installing and adjusting castings, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of April, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0458A

Vance Avenue Street Repairs

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Vance Ave, from Beacon Street to Hobson Blvd by converting the existing concrete pavement to asphalt. Other improvements include updating ADA Ramps and replacing existing sidewalks, curb and gutter and drive approaches. We will also be installing subsurface drainage, and new traffic markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of April, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Lincolndale Stormwater Improvements Phase I
RESOLUTION NO. 83694

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Declares that the Lincolndale Drain, Drain #07-22-700, is in need of reconstruction because changes have made the drain inadequate to properly drain the lands affected without extensive repairs including:

> the installation of approximately 897 feet of 12"-48" diameter storm sewers, 181 feet of 38" x 60" elliptical storm sewers, 5 storm drainage manhole structures, lowering of a 16-inch water main, and improvement of existing roadside ditches and swales.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Lincolndale Stormwater Improvements Phase I, which are on file in the Fort Wayne Stormwater Utility Engineering Department and available for inspection.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Stormwater Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights as part of the project.

Declares there is $0 cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $768,684.00.

Declares the maximum Assessments to be collected from the affected property owners are those shown in Attachment "A" - Schedule of Assessments.

Declares the maximum cost of damages to affected property owners are those shown in Attachment "B" – Schedule of Damages.

Declares that a public hearing on this matter has been scheduled for May 11, 2021.

APPROVED THIS 13th DAY OF April, 2021.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Schedule of Assessment

OwnerName	PIN	Legal	PropertyAddress	City	State	Zip	Construction Cost	Annual Assessment
Colt 45 Properties LLC	02-07-22-453-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 197' OF W 559' BLOCK 10	1525 Directors Row	Fort Wayne	IN	46808	$0.00	$0.00
Zayo Bandwidth Tri-State LLC	02-07-22-378-006.000-073	INTERSTATE INDUSTRIAL PARK SEC A BLK 9 E 145 OF W 345 FT	1710 Directors Row	Fort Wayne	IN	46808	$0.00	$0.00
National Oil & Gas Inc	02-07-22-377-008.000-073	5-22-1-099 INTERSTATE INDUSTRIAL PK BLK 1 SEC A	1810 / 1820 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Fort Wayne City Of Board Of Public Works	02-07-22-453-002.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 124 OF W 685 FT BLK 10	1500 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Flaig Arlene Ruth	02-07-22-377-007.000-073	INTERSTATE INDUSTRIAL PK BLK 2 SEC A	4505 Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Wayne Scott Inc	02-07-22-377-005.000-073	5-22-1-113 INTERSTATE INDUSTRIAL PK SEC A 220 FT BLK 3 W 125 FT	4511 Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Rf Holdings Llc	02-07-22-379-001.000-073	5-22-1-07 INTERSTATE INDUSTRIAL PARK SEC A W 362 FT BLK 10	4410 Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Fort Wayne Investment Club LLC	02-07-22-377-003.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 216.5' OF N 273.5' BLOCK 3	1709 Production Rd	Fort Wayne	IN	46808	$0.00	$0.00
Ciocca Properties LLC	02-07-22-378-005.000-073	INTERSTATE INDUSTRIAL PARK W 345' BLOCK 9 EX E 145' & EX N 10'	Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
1625 Production Road LLC	02-07-22-378-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A W 200' BLOCK 8 & N 10' OF W 200' BLOCK 9	1625 Production Rd	Fort Wayne	IN	46808	$0.00	$0.00

Schedule of Damages

OwnerName	PIN	Legal	PropertyAddress	City	State	Zip	Damages
Colt 45 Properties LLC	02-07-22-453-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 197' OF W 559' BLOCK 10	1525 Directors Row	Fort Wayne	IN	46808	$0.00
Zayo Bandwidth Tri-State LLC	02-07-22-378-006.000-073	INTERSTATE INDUSTRIAL PARK SEC A BLK 9 E 145 OF W 345 FT	1710 Directors Row	Fort Wayne	IN	46808	$0.00
National Oil & Gas Inc	02-07-22-377-008.000-073	5-22-1-099 INTERSTATE INDUSTRIAL PK BLK 1 SEC A	1810 / 1820 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00
Fort Wayne City Of Board Of Public Works	02-07-22-453-002.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 124 OF W 685 FT BLK 10	1500 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00
Flaig Arlene Ruth	02-07-22-377-007.000-073	INTERSTATE INDUSTRIAL PK BLK 2 SEC A	4505 Executive Blvd	Fort Wayne	IN	46808	$0.00
Wayne Scott Inc	02-07-22-377-005.000-073	5-22-1-113 INTERSTATE INDUSTRIAL PK SEC A 220 FT BLK 3 W 125 FT	4511 Executive Blvd	Fort Wayne	IN	46808	$0.00
Rf Holdings Llc	02-07-22-379-001.000-073	5-22-1-07 INTERSTATE INDUSTRIAL PARK SEC A W 362 FT BLK 10	4410 Executive Blvd	Fort Wayne	IN	46808	$0.00
Fort Wayne Investment Club LLC	02-07-22-377-003.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 216.5' OF N 273.5' BLOCK 3	1709 Production Rd	Fort Wayne	IN	46808	$0.00
Ciocca Properties LLC	02-07-22-378-005.000-073	INTERSTATE INDUSTRIAL PARK W 345' BLOCK 9 EX E 145' & EX N 10'	Executive Blvd	Fort Wayne	IN	46808	$0.00
1625 Production Road LLC	02-07-22-378-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A W 200' BLOCK 8 & N 10' OF W 200' BLOCK 9	1625 Production Rd	Fort Wayne	IN	46808	$0.00

EMERGENCY RESOLUTION NUMBER 108-4-13-21-1
4211 CLUBVIEW DRIVE SANITARY SEWER EMERGENCY REPAIR

WHEREAS, a section of an existing 15" VCP sanitary sewer has partially collapsed along Clubview Drive and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action to return the sewer to normal flow capacity, and;

WHEREAS, repair of the combination sewer is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, Inc., Bunn, Inc. T&E, Inc., and Lawnscape, Inc. are invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed One Hundred Twenty FiveThousand Dollars and Zero Cents, ($125,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 13th day of April ,2021.

BOARD OF PUBLIC WORKS

By _____
Shan Gunawardena, Chair

By _____
Kumar Menon, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0408A

Parnell Avenue Road Improvements

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Parnell Avenue from Coliseum Blvd to Clinton St. Work will consist of pavement patching, milling, resurfacing, curbface sidewalk, ADA curb ramps, approaches, street lights, signals, electrical, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of April, 2021.

BOARD OF PUBLIC WORKS

ABSENT
Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0499P

South Hanna Street Retaining Wall

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The existing concrete retaining wall on the east side of South Hanna Street between Wallace Street and the overhead railroad crossing by removing and replaceing the southern 162'. Construction of a new reinforced modular block retaining wall system similar to the west side of the road, and replacement of the concrete sidewalk in front of the proposed modular block retaining wall. Removal of an existing inlet and plugging the existing pipe at the downhill structure.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of April, 2021.

BOARD OF PUBLIC WORKS

ABSENT

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Blackhawk Addition (Sections III, V, VI) Stormwater Improvements
RESOLUTION NO. 83607

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of…

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Blackhawk Addition (Sections III, V, VI) Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Stormwater Utility (Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $932,441.

APPROVED THIS 20 DAY OF April, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: ABSENT
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	3111 Devereux Dr.	Sandra K. Zachrich	Permanent	$ 500.00	Acquired
2	7321 E. State Blvd.	Blackhawk Baptist Church Inc.	Permanent / Temporary	$ 11,390.00	Acquired
3	3130 Wakashan Pl.	Karla A. Scribner & Chase J. Scribner	Temporary	$ -	Acquired
4	3212 Wakashan Pl.	Roy A. Agostini & Leanne M. Wolfe-Agostini	Temporary	$ 500.00	Acquired
5	3214 Wakashan Pl.	Lisa Tomlinson	Temporary		**In Progress**
6	3222 Wakashan Pl.	Cory & Dawn Kelley	Temporary	$ 500.00	Acquired
7	3226 Wakashan Pl.	David Leshore Sr. and Angela Leshore	Temporary	$ 500.00	Acquired
8	3230 Wakashan Pl.	Michael G. Paris	Temporary	$ 780.92	Acquired
9	3234 Wakashan Pl.	Gary M. Dolsen and Deborah A. Dolsen	Temporary	$ 810.82	Acquired
10	7136 Kebir Ct.	Philip E. Dluzak	Temporary	$ 1,000.00	Acquired

TOTAL: $ 15,981.74

RESOLUTION #108-4-20-21-1

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT REGARDING CLASSIFICATION OF REGULATED DRAINS UNDER THE JURISDICTION OF THE CITY OF FORT WAYNE

WHEREAS, the Indiana Drainage Law, Ind. Code § 36-9-27-34, requires the County Surveyor to classify regulated drains under the County Drainage Board's jurisdiction as (1) drains in need of reconstruction; (2) drains in need of periodic maintenance; or (3) drains that should be vacated; and

WHEREAS, the Allen County Drainage Board has relinquished jurisdiction over several regulated drains located entirely within the municipal boundaries of the City of Fort Wayne ("City") to the City, and the City has accepted jurisdiction over said drains in accordance with Ind. Code § 36-9-27-20; and

WHEREAS, this Board, acting on behalf of the City, has delegated the responsibility to classify regulated drains under the City's jurisdiction to the Fort Wayne Stormwater Engineering Department; and

WHEREAS, attached hereto as Exhibit "A" is the Fort Wayne Stormwater Engineering Department's report showing the recommended classification of each regulated drain under the City's jurisdiction, ranked in order of priority; and

WHEREAS, the Board of Stormwater Management desires to accept the classifications of each regulated drain as listed on the attached Exhibit "A" in accordance with Ind. Code § 36-9-27-35.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The Board hereby approves the report Exhibit "A", classifying regulated drains under the City's jurisdiction in order of priority.

2. The Stormwater Engineering Department is directed to submit a long-range plan for the regulated drains listed on Exhibit "A" in accordance with Ind. Code § 36-9-27-36.

APPROVED this 20th day of April, 2021.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew Wirtz, Chair

By: ABSENT
Shan Gunawardena, Member

By: _____
Chris Guerrero, Member

ATTEST:

_____
Michelle Fulk-Vondran, Clerk

Exhibit A

DRAIN NAME	DRAIN NUMBER	DRAIN TYPE	PROPOSED IMPROVEMENTS	PRIORITY
Arnold PB	08-20-320	OPEN/PIPE	VACATE	LOW
Ackerman, Abe #2	08-33-820	OPEN	PERIODIC MAINTENANCE	LOW
Crouse Drain	07-10-710	PIPE	VACATE	MED
Heidbrink	08-33-800	PIPE	VACATE	LOW
Keiser	08-20-320	PIPE	VACATE	LOW
Klaehn Merritt Drain	11-01-012	PIPE	VACATE	LOW
Lawrence Drain	12-18-220	OPEN/PIPE	PERIODIC MAINTENANCE	MED
Lincolndale Drain	07-22-700	OPEN/PIPE	RECONSTRUCTION	HIGH
Pierson No. 2	13-04-300	OPEN/PIPE	RECONSTRUCTION	HIGH
Pierson #2 Pipe	08-33-810	OPEN/PIPE	PERIODIC MAINTENANCE	LOW
Pierson Drain No. 2 Br. #1	08-33-810	OPEN	PERIODIC MAINTENANCE	LOW
Pierson Drain No. 2 Br. #2	08-20-830	OPEN/PIPE	RECONSTRUCTION	HIGH
Schoppman	08-19-320	OPEN/PIPE	PERIODIC MAINTENANCE	MED
Westlane Drain	08-28-930	OPEN/PIPE	PERIODIC MAINTENANCE	LOW

MISCELLANEOUS RESOLUTION NO. 108-4-20-21-2

RESOLUTION: ACCEPTANCE OF PRELIMINARY ENGINEERING REPORTS

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, has caused Preliminary Engineering Reports, PERs, dated **March 2021**, to be prepared by the consulting firm of HomeTown Engineering, LLC for both the Water and Wastewater Utilities; and

WHEREAS, said PERs and subsequent revisions have been presented to the public at a public hearing held on **April 20, 2021**, in the Council Chambers, Room 035, Citizens Square, 200 East Main Street, Fort Wayne, Indiana, for public comment; and

WHEREAS, the Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended projects in the PERs.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City of Fort Wayne PERs for both the Water and Wastewater Utilities dated **March 2021** be approved and adopted by the Board of Public Works; and

2. Said PERs be submitted to the State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **20h day of April, 2021** after the Public Hearing.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: ABSENT
Shan Gunawardena, Chair

BY:
Kumar Menon, Member

BY:
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

May
2021

IMPROVEMENT RESOLUTION NO. 0555L

2021 CITY WIDE STREET LIGHTING IMPROVEMENTS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Street Lighting Improvements in 5 Districts. Includes 9 different locations and satisfies 7 petition requests.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of May, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0575L

2021 STREET LIGHTING ON-CALL

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

This contract will create a method of addressing damage to city street light faciltites caused by road, ramp, curb, water line, sewer, or other utility construction. It will also address repairs required by failures due to the age of the lighting system. This contract will allow the COFW to schedule repairs with the electrical contractor on an on-call as-needed basis. This contract also establishes unit prices for the items expected to be required to make proper repairs. A work allowance / force Account item is included to address unforseen work that may be required. This contract shall not exceed $50K without additional BOPW approval.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of May, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

WATER POLLUTION CONTROL PLANT
HIGH STRENGTH WASTE DIGESTER FEED SEPARATION
RESOLUTION NO. 76883

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of additional high strength waste piping and feed valves at the Water Pollution Control Plant. Additional piping will facilitate the separation of the high strength waste line from the digester raw sludge piping.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Water Pollution Control Plant High Strength Waste Digester Feed Separation.**

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $259,000.00.

APPROVED THIS 4th DAY OF May, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA,
BOARD OF PUBLIC WORKS
TO ACQUIRE A TEMPORARY EASEMENT
PURSUANT TO INDIANA CODE SECTION 32-24-2
FOR THE BLACKHAWK ADDITION (SECTIONS III, V, VI)
STORMWATER IMPROVEMENTS PROJECT

RESOLUTION NUMBER 108-5-4-21-1

WHEREAS, the City of Fort Wayne, by and through its Board of Public Works and City Utilities for the City of Fort Wayne (the "City"), in the interests of the public health, safety, and welfare, is planning a public improvement project that will improve drainage and reduce street flooding within the Blackhawk Neighborhood Addition, entitled Blackhawk Addition (Sections III, V, VI) Stormwater Improvements, and designated City Utilities work order number 83607 (the "Project"); and

WHEREAS, to facilitate construction of the Project, the City needs to acquire a temporary construction easement (the "Easement") on that certain parcel of real property commonly known as 3214 Wakashan Place, all as more fully described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Real Estate"); and

WHEREAS, the City having made a good faith offer to purchase the Easement for just compensation, and such offer having not been accepted by the owner of the Real Estate within a reasonable time, it is necessary for the City to appropriate the Easement on the Real Estate by exercise of the City's power of eminent domain pursuant to Indiana Code section 32-24-2.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. The Project is for a public purpose and promotes public health, safety, and welfare; and

2. The City needs to acquire the Easement for the Project; and

3. On Tuesday, June 15, 2021, at 12:00pm, the Board shall receive or hear remonstrances from any persons interested or affected by the City's acquisition of the Real Estate, and shall thereafter take final action confirming, modifying, or rescinding this Resolution; and

4. The Clerk of the Board is directed to publish notice of the remonstrance hearing in accordance with Indiana Code section 32-24-2-6, and to mail notice of said hearing to those persons listed on Exhibit 1 attached hereto.

APPROVED this 4 day of May, 2021

BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Chris Guerrero, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing resolution as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 4th day of May, 2021.

Michelle R. Nelson
Notary Public

My Commission Expires:
MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

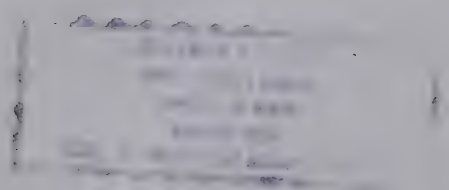


EXHIBIT 1

AFFECTED PROPERTY ADDRESS:

3214 Wakashan Place
Fort Wayne, IN 46815

PARCEL TAX I.D. NUMBER:

02-08-27-454-005.000-072

LEGAL DESCRIPTION OF THE OWNER'S REAL ESTATE:

Lot 132 of Blackhawk Section VI, as recorded in Plat Record 30, Pages 149-151, in the Office of the Recorder of Allen County, Indiana.

LEGAL DESCRIPTION OF EASEMENT AREA TO BE ACQUIRED:

The southwest ten feet of the northeast 17 feet of Lot 132 of Blackhawk Section VI, as recorded in Plat Record 30, Pages 149-151, in the Office of the Recorder of Allen County, Indiana.

INTEREST TO BE ACQUIRED AND DURATION:

A temporary construction easement, expiring at such time as the City's use of the Easement, including restoration, is complete, or after three years from the date that the easement interest is recorded with the Office of the Recorder of Allen County, Indiana, whichever shall occur first.

PROPERTY OWNER NAMES AND MAILING ADDRESSES:

Landowners:	Lisa Tomlinson
Mailing Address:	3214 Wakashan Place Fort Wayne, IN 46815

OTHER AFFECTED REAL PROPERTY INTERESTS:

1.	Owner:	Home Improvement Acceptance Corporation
	Interest:	Assignment of Lien
	Document Number:	206069460

[END OF EXHIBIT 1]

ARDMORE NETWORK CONNECTION:
COVINGTON TO FOREST RIDGE
WATER MAIN EXTENSION
RESOLUTION NO. 66969

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 3,575 ft of 12" HDPE (Water) and 1,335 ft of 2" HDPE (Sewer) pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **ARDMORE NETWORK CONNECTION: COVINGTON TO FOREST RIDGE WATER MAIN EXTENSION**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $497,000.00

APPROVED THIS 11th DAY OF May, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

	PROPERTY ADDRESS AND NAME		PURCHASE TYPE	PURCHASE PRICE	STATUS
1	Absmach II & MB Investment Inc	Ardmore Ave, Fort Wayne, IN 46804	Easement	$ -	completed
2	Absmach II & MB Investment Inc	Ardmore Ave, Fort Wayne, IN 46804	Easement	$ -	completed
3	Absmach II & MB Investment Inc	4100 Covington Rd, Fort Wayne, IN 46804	Easement	$ -	completed
4	Fort Wayne Sport Club Inc	3102 Ardmore Ave, Fort Wayne IN 46804	Easement	$ -	completed
5	Fort Wayne Sport Club Youth	3103 Ardmore Ave, Fort Wayne IN 46804	Easement	$ -	completed
6	MRM Real Estate & Dev LLC	3804 Covington Rd, Fort Wayne, IN 46804	Easement	$500	Pending

TOTAL: **$500**

3825 MEYER ROAD STORMWATER IMPROVEMENTS
RESOLUTION NO. 83644

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1,000 feet of 15" HDPE pipe, 3 storm structures, and approximately 370 feet of new ditchline.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 3825 Meyer Road Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $202,000.00.

APPROVED THIS 11th DAY OF May, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
3800	Meyer Road	Hartzell Realty Corp.	Permanent Easement	$1,564	Acquired
3917	Meyer Road	Kreager Group Inc.	Permanent Easement	$4,060	Acquired
5000	Hoevel Road	Martin Realty	Permanent Easement	$500	Acquired

TOTAL: **$6,124**

Lincolndale Stormwater Improvements Phase I
AMENDED RESOLUTION NO. 83694

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Declares that the Lincolndale Drain, Drain #07-22-700, is in need of reconstruction because changes have made the drain inadequate to properly drain the lands affected without extensive repairs.

Declares that reconstruction of the Lincolndale Drain is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit and that the benefits accruing to the owners of the land affected by the project will exceed the costs, damages, and expenses of the project.

Declares that the Board of Public Works will not acquire any property rights as part of the project.

Declares there is $0 cost associated with property acquisition.

Adopts the plans and specifications for the project titled Lincolndale Stormwater Improvements Phase I and the engineer's estimate of the project's total cost of $768,684.00.

Adopts the schedule of assessments to be collected from the affected property owners as shown in Attachment "A" - Schedule of Assessments.

Adopts the schedule of damages to affected property owners as shown in Attachment "B" – Schedule of Damages.

Orders the installation of approximately 897 feet of 12"-48" diameter storm sewers, 181 feet of 38" x 60" elliptical storm sewers, 5 storm drainage manhole structures, lowering of a 16-inch water main, and improvement of existing roadside ditches and swales.

Orders the cost of the said improvements to be paid by the funds from Fort Wayne Stormwater Utility Revenue.

Orders that notice of this Resolution shall be published in accordance with IC 36-9-27-52 and 5-3-1.

APPROVED THIS 11th DAY OF May, 2021.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ATTACHMENT A

Schedule of Assessment

OwnerName	PIN	Legal	PropertyAddress	City	State	Zip	Construction Cost	Annual Assessment
Colt 45 Properties LLC	02-07-22-453-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 197' OF W 559' BLOCK 10	1525 Directors Row	Fort Wayne	IN	46808	$0.00	$0.00
Zayo Bandwidth Tri-State LLC	02-07-22-378-006.000-073	INTERSTATE INDUSTRIAL PARK SEC A BLK 9 E 145 OF W 345 FT	1710 Directors Row	Fort Wayne	IN	46808	$0.00	$0.00
National Oil & Gas Inc	02-07-22-377-008.000-073	5-22-1-099 INTERSTATE INDUSTRIAL PK BLK 1 SEC A	1810 / 1820 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Fort Wayne City Of Board Of Public Works	02-07-22-453-002.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 124 OF W 685 FT BLK 10	1500 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Flaig Arlene Ruth	02-07-22-377-007.000-073	INTERSTATE INDUSTRIAL PK BLK 2 SEC A	4505 Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Wayne Scott Inc	02-07-22-377-005.000-073	5-22-1-113 INTERSTATE INDUSTRIAL PK SEC A 220 FT BLK 3 W 125 FT	4511 Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Rf Holdings Llc	02-07-22-379-001.000-073	5-22-1-07 INTERSTATE INDUSTRIAL PARK SEC A W 362 FT BLK 10	4410 Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
Fort Wayne Investment Club LLC	02-07-22-377-003.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 216.5' OF N 273.5' BLOCK 3	1709 Production Rd	Fort Wayne	IN	46808	$0.00	$0.00
Ciocca Properties LLC	02-07-22-378-005.000-073	INTERSTATE INDUSTRIAL PARK W 345' BLOCK 9 EX E 145' & EX N 10'	Executive Blvd	Fort Wayne	IN	46808	$0.00	$0.00
1625 Production Road LLC	02-07-22-378-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A W 200' BLOCK 8 & N 10' OF W 200' BLOCK 9	1625 Production Rd	Fort Wayne	IN	46808	$0.00	$0.00

ATTACHMENT B

Schedule of Damages

OwnerName	PIN	Legal	PropertyAddress	City	State	Zip	Damages
Colt 45 Properties LLC	02-07-22-453-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 197' OF W 559' BLOCK 10	1525 Directors Row	Fort Wayne	IN	46808	$0.00
Zayo Bandwidth Tri-State LLC	02-07-22-378-006.000-073	INTERSTATE INDUSTRIAL PARK SEC A BLK 9 E 145 OF W 345 FT	1710 Directors Row	Fort Wayne	IN	46808	$0.00
National Oil & Gas Inc	02-07-22-377-008.000-073	5-22-1-099 INTERSTATE INDUSTRIAL PK BLK 1 SEC A	1810 / 1820 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00
Fort Wayne City Of Board Of Public Works	02-07-22-453-002.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 124 OF W 685 FT BLK 10	1500 W Coliseum Blvd	Fort Wayne	IN	46808	$0.00
Flaig Arlene Ruth	02-07-22-377-007.000-073	INTERSTATE INDUSTRIAL PK BLK 2 SEC A	4505 Executive Blvd	Fort Wayne	IN	46808	$0.00
Wayne Scott Inc	02-07-22-377-005.000-073	5-22-1-113 INTERSTATE INDUSTRIAL PK SEC A 220 FT BLK 3 W 125 FT	4511 Executive Blvd	Fort Wayne	IN	46808	$0.00
Rf Holdings Llc	02-07-22-379-001.000-073	5-22-1-07 INTERSTATE INDUSTRIAL PARK SEC A W 362 FT BLK 10	4410 Executive Blvd	Fort Wayne	IN	46808	$0.00
Fort Wayne Investment Club LLC	02-07-22-377-003.000-073	INTERSTATE INDUSTRIAL PARK SEC A E 216.5' OF N 273.5' BLOCK 3	1709 Production Rd	Fort Wayne	IN	46808	$0.00
Ciocca Properties LLC	02-07-22-378-005.000-073	INTERSTATE INDUSTRIAL PARK W 345' BLOCK 9 EX E 145' & EX N 10'	Executive Blvd	Fort Wayne	IN	46808	$0.00
1625 Production Road LLC	02-07-22-378-001.000-073	INTERSTATE INDUSTRIAL PARK SEC A W 200' BLOCK 8 & N 10' OF W 200' BLOCK 9	1625 Production Rd	Fort Wayne	IN	46808	$0.00

EMERGENCY RESOLUTION NUMBER PW0581X
HALE STREET BRIDGE EMERGENCY REPAIR

WHEREAS, an existing streambank has failed on the east side of the Hale Street Bridge due to a large log jam upstream of the bridge and;

WHEREAS, said failure could not reasonably be foreseen and requires immediate action, and;

WHEREAS, debris removal of the log jam is beyond the capability of the Street Department to perform, and;

WHEREAS, Primco, McCoy and Fox, will be invited to submit pricing to complete debris removal, and;

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said debris removal and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID WORK.**

APPROVED this 18th day of May ,2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

O'DAY ROAD: MACBETH PASSAGE SOUTH TO VETERANS MEMORIAL - WATER MAIN EXTENSION
RESOLUTION NO. 67127

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of 1300 feet of 12" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **O'DAY ROAD: MACBETH PASSAGE SOUTH TO VETERANS MEMORIAL - WATER MAIN EXTENSION**.

Declares the cost of the said improvements shall be paid by the funds from public funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $40,000.00.

APPROVED THIS 18 DAY OF May, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
2122 O'DAY ROAD (WAR VETERAN'S MEMORIAL SHRINE OF AMERICAN HISTORY INC)			EASEMENT	$0	PENDING

TOTAL: **$0**

5208 VANCE AVENUE STORM DRAINAGE IMPROVEMENTS
RESOLUTION NO. 83474

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 200 linear feet of new storm sewers (24-inch to 36-inch) and associated manholes and inlets to provide stormwater improvements to the intersection of Vance and Maxium.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 5208 Vance Avenue Storm Drainage Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $402,000.

APPROVED THIS 18 DAY OF May, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: ABSENT
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	5220 Vance Ave.	Thomas L. and Kathleen A. Egolf	Permanent/ Temporary	$ -	Acquired
2	5208 Vance Ave.	Ronald L. and Kathleen O. Cox	Permanent/ Temporary	$ -	Acquired
3	5216 Vance Ave.	Aaron D. Diers and Miranda Diers	Permanent/ Temporary	$ 1,520.53	Acquired

TOTAL: **$1,521**

North Anthony Stormwater Improvements
RESOLUTION NO. 83695

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1,300 LF of storm sewer, 11 drainage structures, 2,000 LF of watermain replacement and other associated structures and appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, North Anthony Stormwater Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Stormwater Revenue and Water Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,268,000.

APPROVED THIS 18th DAY OF May, 2021.

BOARD OF STORMWATER MANAGEMENT

BY: ABSENT
Matthew A. Wirtz, Chair

BY:
Shan Gunawardena, Member

BY:
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0441C

GREATER MCMILLEN PARK CONCRETE STREET REPAIRS, PHASE 4

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The Greater McMillen Park Neighborhood by removal and replacement of existing concrete street, and drive approaches as necessary on Trentman Avenue from Wayne Trace to Adams Street (abandoned) and Drexel Avenue from Wayne Trace to Adams Street. Sidewalk will also be constructed along Evans Street from Queen Street to Fruehauf Drive. Subsurface drainage will be installed where the street is being reconstructed. Removal of storm sewer manholes and inlets, installation of new storm inlets, sewer casting adjustments and tree removal as shown on the plans. Restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 25 day of May, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT
Kumar Menon, Member

Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

RESOLUTION NO. 108-5-25-21-1

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL PROPERTY TRANSFER OF CERTAIN REAL ESTATE LOCATED AT 2211 FAIRFIELD AVENUE, FORT WAYNE, INDIANA, BETWEEN THE CITY OF FORT WAYNE AND THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

WHEREAS, the City of Fort Wayne ("City"), is the owner of certain improved real estate located at 2211 Fairfield Avenue, Fort Wayne, Indiana, legally described as: Lot No. 3 in Tyler's Addition to the City of Fort Wayne (the "Real Estate"); and

WHEREAS, the City has leased the Real Estate to the Board of Commissioners of the County of Allen ("County") since August 1, 1975 in order for the County to provide probation and related services, all pursuant to a Real Estate Lease dated August 6, 1975, a copy of which is attached hereto and made a part hereof as Exhibit "A".

WHEREAS, in consideration of leasing the Real Estate under the Lease, the County has assumed all obligations for the maintenance and repair of the Real Estate for the previous forty-five (45) years of leasing the Real Estate from the City.

WHEREAS, City has determined that the Real Estate serves no useful purpose for the City and that the transfer of the Real Estate to the County would serve the best interest of the community by allowing the County to continue offering probation and related services on the Real Estate and by incentivizing the County to improve the Real Estate.

WHEREAS, the City, by and through the City of Fort Wayne Board of Public Works, desires to convey the Real Estate on an "as is-where is" basis to the County, and the County desires to accept the Real Estate "as is-where is" without payment to the City therefor;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The Board of Public Works hereby approves the conveyance of the Real Estate to the County of Allen on an "as is-where is" basis. The Property Manager of the City is hereby authorized to execute all documents necessary to accomplish said sale and transfer.

SECTION 2. This Resolution shall be effective upon adoption.

Adopted: 5-25-2021

FORT WAYNE BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

ABSENT
Kumar Menon, Member

Chris Guerrero, Member

Attest:

Michelle Fulk-Vondran, Clerk

RESOLUTION NO. 05-21-21-06

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL PROPERTY TRANSFER OF CERTAIN REAL ESTATE LOCATED AT 2211 FAIRFIELD AVENUE, FORT WAYNE, INDIANA, BETWEEN THE CITY OF FORT WAYNE AND THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

WHEREAS, the City of Fort Wayne ("City"), is the owner of certain improved real estate located at 2211 Fairfield Avenue, Fort Wayne, Indiana, legally described as: Lot No. 3 in Tyler's Addition to the City of Fort Wayne (the "Real Estate"); and

WHEREAS, the City has leased the Real Estate to the Board of Commissioners of the County of Allen ("County") since August 1, 1975 in order for the County to provide probation and related services, all pursuant to a Real Estate Lease dated August 6, 1975, a copy of which is attached hereto and made a part hereof as Exhibit "A".

WHEREAS, in consideration of leasing the Real Estate under the Lease, the County has assumed all obligations for the maintenance and repair of the Real Estate for the previous forty-five (45) years of leasing the Real Estate from the City.

WHEREAS, City has determined that the Real Estate serves no useful purpose for the City and that the transfer of the Real Estate to the County would serve the best interest of the community by allowing the County to continue offering probation and related services on the Real Estate and by incentivizing the County to improve the Real Estate.

WHEREAS, the City, by and through the City of Fort Wayne Board of Public Works, desires to convey the Real Estate on an "as is-where is" basis to the County, and the County desires to accept the Real Estate "as is-where is" without payment to the City therefor;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN:

SECTION 1. The Board of Commissioners of the County of Allen hereby accepts the conveyance of the Real Estate from the City of Fort Wayne on an "as is-where is" basis. The Property Manager of the City is hereby authorized to execute all documents necessary to accomplish said sale and transfer.

SECTION 2. This Resolution shall be effective upon adoption.

Adopted: May 21, 2021

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

Richard E. Beck, District 3 Commissioner

Therese M. Brown, District 2 Commissioner

F. Nelson Peters, District 1 Commissioner

Attest:

Chris Cloud, Deputy County Auditor

REAL ESTATE LEASE

THIS AGREEMENT, made and entered into by and between THE CITY OF FORT WAYNE, (hereinafter called Lessor), and the JUVENILE DIVISION OF ALLEN SUPERIOR COURT, (hereinafter called Lessee), WITNESSETH:

LESSOR, in consideration of the rents and covenants herein contained, does hereby lease to LESSEE the following described real estate in the City of Fort Wayne, County of Allen, and State of Indiana, to-wit:

> The Real Estate located on Fairfield Avenue between Dewald Avenue and Creighton Avenue, commonly known as Engine House #8.

to have and to hold unto said Lessee for a term of five (5) years beginning on the 1st day of August, 1975, and ending on the 31st day of July, 1980; and in consideration therefore Lessee does agree to pay rental in the amount of One Dollar ($1.00) per year, the first payment being due and payable on the 1st day of August, 1975, and a like sum on the 1st day of each August thereafter during the term of this Lease. All sums due from Lessee hereunder shall be payable without relief from valuation or appraisal laws at the City-County Building, One Main Street, Fort Wayne, Indiana, or at such other place as Lessor may designate in writing.

USE OF PREMISES

LESSEE does covenant and agree that said premises shall be used for the following purposes, and no others: A Regional Probation Office and for other purposes consistent with the operations of Lessee.

LESSEE ACCEPTS PREMISES

thereof in good order and repair, except as otherwise specified hereon, and agrees and admits that no representation as to the condition or repair thereof has been made by Lessor or his agent, which is not expressed or endorsed hereon; and Lessee likewise agrees and admits that no agreement or promise to repair or improve said premises, either before or after the execution hereof, not contained herein, has been made by Lessor or his agent. No holding over by Lessee hereunder shall constitute a renewal or extension of the terms of this Lease except upon written consent of Lessor.

LESSEE TO MAINTAIN PREMISES

Lessee shall keep the said premises in a clean, sightly and healthful condition, and in good repair, all at his own expense, and shall yield the same back to Lessor upon termination of the said Lease, whether such termination shall occur by expiration of the term hereof or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire or by the elements, and reasonable wear and tear excepted. If, however, the said premises shall not thus be kept in good repair and in a clean, sightly and healthful condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the premises by Lessee, and Lessor may replace the same, in the same condition or repair, sightliness, healthfulness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the premises in that condition. Lessee shall not permit any waste or misuse of the premises.

FURTHER COVENANTS OF LESSEE

Lessee does further covenant and agree that he will pay all

extension thereof; that he will not use or occupy said premises for any unlawful purpose; that he will not use or permit the leased premises to be used in violation of any law, order or regulation of any governmental authority relating to the use or occupancy of said premises; that he will permit Lessor, or his agents, to enter upon said premises at all reasonable times, to examine the condition thereof; and that he will not assign this Lease or underlet said premises, or any part thereof, without the written consent of Lessor.

COVENANTS OF LESSOR

Lessor, for himself, and for his heirs and assigns, hereby covenants and agrees with Lessee that said Lessee, paying the rents, and keeping and performing the covenants of this Lease on his part to be kept and performed, shall peacably and quietly hold, occupy and enjoy said premises during said term, without any hindrance or molestation by Lessor or any person or persons lawfully claiming under him, and Lessor shall pay all taxes and assessments levied against the lease premises. Lessor shall not be liable to Lessee for any damage or injury to Lessee or to his property, or to third persons or to the property of third persons occasioned by the failure of Lessor to keep said premises in repair, all claims for any such damages being hereby expressly waived by Lessee. Lessee may do remodeling of the premises at its own expense, said remodeling not to involve structural changes, to permit the use of the building as a regional probation office.

RISK OF LOSS

In case the building on the said premises, or any substantial part of said premises, without any fault or neglect of either party, shall be destroyed or so injured by the elements, or other cause, as to be unfit for occupancy, then this Lease may be cancelled or

920 City-County Building, One Main Street, Fort Wayne, Indiana (and to Lessee at Room 208, Court House, Fort Wayne, Indiana), or to such other address as may be given by either party in writing, in person, or by certified mail. Notice, if made by certified mail, shall be deemed given on the date of postmark.

RENEWAL

This Lease shall automatically be renewed for terms of one (1) year unless the Lessor gives notice in writing to the Lessee of its intention to terminate said Lease no later than sixty (60) days prior to the termination date of said Lease.

TERMINATION

This Lease may be terminated by the Lessor prior to the aforementioned termination date or by the Lessee for the following reasons, subject to sixty (60) days written notice:

1. Demolition;
2. If the building becomes a health or safety hazard;
3. If Lessor determines that the property should be used for a higher and better purpose.

DEMOLITION

Subject to sixty (60) days written notice as described above; Lessor reserves the right to demolish the building for purposes as deemed necessary by Lessor. Lessee shall have the right to salvage and remove any articles or parts of said building provided by Lessee or any articles or parts of said building not claimed by Lessor. The latter mentioned articles or parts removed by Lessee remain the property of Lessor, subject to any later arrangement between Lessor and Lessee.

INSURANCE

The Lessee shall maintain public liability and property damage

for any damage or injury to Lessee or his property, or to third persons occasioned by negligency or other misconduct on the part of Lessor in the maintenance or use of the building.

THIS LEASE and the covenants herein contained shall extend to and be binding upon the heirs, executors and assigns of the parties to this Lease.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 6th day of August, 1975.

CITY OF FORT WAYNE

BY: _____

BY: Carl E. O'Neal

BY: _____

BOARD OF PUBLIC WORKS

(LESSOR)

ATTEST: _____

JUVENILE DIVISION OF ALLEN SUPERIOR COURT

BY: _____

BOARD OF COMMISSIONERS OF ALLEN COUNTY

BY: _____

BY: _____

BY: _____

(LESSEE)

ATTEST: _____

June

2021

IMPROVEMENT RESOLUTION NO. 0494C

COPPER HILL CONCRETE STREET REPAIRS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Copper Hill Addition by reconstructing concrete streets, adding sub-surface drainage and some additional storm structures, repairing existing damaged sidewalk, constructing ADA compliant ramps adjacent to existing sidewalk, and final restoration including seed and mulch.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8th day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0588L

WOODHURST ADDITION POLE REHABILITATION PHASE III

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Rehabilitation of 30 existing light poles to include cleaning, vapor blasting, sanding, priming, and painting as required. All work located within the Woodhurst Addition.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8th day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0590N

High Street Lighting Improvements

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal of High Pressure Sodium Cobra and Coachman street light assemblies and aerial span wires. Installation of LED Coachman style lanterns and underground wire and new power service points. Also includes rehabilitation of existing Coachman poles.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8 day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

DVS

DEDICATION and ACCEPTANCE
of
SANITARY SEWER MAIN

Resolution No. 108-6-8-21-1

2909 Pleasant Center Road, Ft. Wayne, Indiana 46798

Cross Reference to Document(s): 2020068000

This Dedication and Acceptance of Sanitary Sewer Main ("Agreement") is entered into this 8 day of June, 2021, by and between **STAG Industrial Holdings, LLC, a Delaware limited liability company** ("Owner"), and the **City of Fort Wayne, Indiana, Board of Public Works** ("City"), for and in consideration of the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

WHEREAS, the sanitary sewer mains and manholes, more particularly depicted on the map labelled as **Exhibit "A"**, attached hereto and made a part hereof, was originally constructed in 1993 as part of a project to extend sewer service to Nestle Distribution Company.

WHEREAS, as part of the acceptance, City has completed its due diligence, including reviewing documents relevant to the construction of the sewer main and a visual inspection via televising to verify that the main and manholes were properly constructed and constructed with approved materials.

WHEREAS, the sanitary sewer main to be dedicated and accepted by City consists of sewer pipe and manholes as follows:

Along South side of Pleasant Center Road

1,710 lineal feet of 8-inch PVC sewer pipe

5 manholes

WHEREAS, Owner wishes to dedicate to City the sewer main and manholes as described above and in the locations shown on said **Exhibit "A"**, and City shall accept said mains and manholes ("Accepted System").

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Agreement with full force and effect equal to the following terms, City and Owner hereto agree as follows:

Acceptance

1. Owner and City agree that this Agreement replaces and supersedes all other agreements or dedications which may exist prior to the date of this Agreement regarding the Accepted System.

2. Owner hereby covenants, warrants and represents that Owner is the lawful owner of the Accepted System and that it is free from all encumbrances and liens, that Owner has the right to sell and transfer the same and that Owner shall warrant and defend the same against claims and demands.

3. For so long as the Accepted System remains connected to City's public sewer system, City shall own, operate and maintain the Accepted System and as owner of the Accepted System, City shall be responsible for all costs and expenses associated with operating, maintaining, replacing and repairing the Accepted System.

Miscellaneous

4. Jurisdiction: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

5. Modification: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and executed by an authorized representative of each party.

6. Successors and Assigns: Neither party may sell, assign, transfer or otherwise dispose of this Agreement or its interest therein without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement binds the respective permitted successors and assigns, and they shall become bound for the full performance of this Agreement.

7. Severability: If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement.

[Signatures appear on following pages]

IN WITNESS WHEREOF the Grantor and City have executed this Transfer of Utility Ownership and Easement Agreement, and said Agreement is effective, as of the date first indicated above.

GRANTOR
STAG Industrial Holdings, LLC

By: _____
Seth A. Malamut – Assistant Secretary

CITY

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Chris Guerrero, Member

Attest: _____ 6.8.21
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT
GRANTOR

~~STATE OF~~ xxxxxxxxxxxxxxxxxx) COMMONWEALTH OF MASSACHUSETTS
) **SS**
COUNTY OF Plymouth)

BEFORE ME, a Notary Public in and for said State and County, personally appeared **Seth A. Malamut** as **Assistant Secretary** on **behalf of STAG Industrial Holdings, LLC, a Delaware limited liability company**, and acknowledged the execution of the foregoing Contract as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 17th day of May, 2021.

My Commission Expires: August 21, 2026

Sigrid M Wheatley
Notary Public Signature

Resident of Plymouth County

Sigrid M. Wheatley
Printed Name

SIGRID M. WHEATLEY
MY COMMISSION EXPIRES ON
08-21-2026
COMMONWEALTH OF MASSACHUSETTS
NOTARY PUBLIC

ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared **Shan Gunawardena, Kumar Menon and Chris Guerrero** as Members of the Board of Public Works, and **Michelle Fulk-Vondran**, Clerk of the Board, and acknowledged the execution of the foregoing Contract as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 8th day of June, 2021.

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

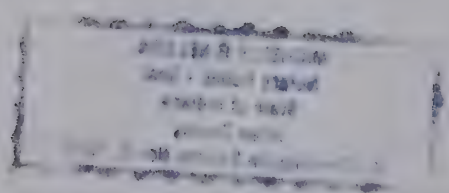
Resident of County

Michelle Nelson
Notary Public Signature

Michelle Nelson
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. DeWayne J. Nodine.

This instrument prepared by DeWayne J. Nodine, Fort Wayne City Utilities, Development Services, 200 East Berry Street, Suite 250, Fort Wayne, Indiana 46802.
Form Date May 13, 2021



May 13, 2021

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be completely accurate or all inclusive.

© 2015 City of Fort Wayne

IMPROVEMENT RESOLUTION NO. 0315A

Pettit-Rudisill Neighborhood Pavement Conversion Phase 1

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Warsaw St by converting existing concrete pavement to asphalt pavement with curb and gutter from E. Maple Grove to Congress St.. Adding new sidewalk, ADA curb ramps and adding two new structures at the intersection of Warsaw St. and Congress to improve drainage. Replacement and adjustment of exiting castings and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15 day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION No. 0490C

BRANDONWOOD CONCRETE STREET REPAIRS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The Brandonwood Addition by the removal and replacement of poor condition concrete streets, sidewalks, drive approaches, and ADA ramps. This project includes storm sewer upgrades as well as the inclusion of underdrain drainage tile.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

FLP NORTH / SOUTH LIME STORAGE ROOFING
RESOLUTION NO. 67128

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of new roofing system on the north and south side of the Three Rivers Filtration Plant Lime Storage building.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, FLP North / South Lime Storage Roofing 2021.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $90,000.00.

APPROVED THIS 15th DAY OF June, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

BIOSOLIDS BUILDING ROOF - 2021
RESOLUTION NO. 76978

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of new roofing system on the office building at the Biosolids.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Biosolids Building Roof - 2021.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $75,000.00.

APPROVED THIS 15 DAY OF June, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

HAZELETT ROAD SMART DITCH REPLACEMENT
RESOLUTION NO. 83701

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of 1824 square feet of Flexamat Channel System, the removal of the existing smart ditch and associated grading and restoration.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Hazelett Road Smart Ditch Replacement.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Property acquisition was not required for this project.

Declares the engineer's estimate of the project's total cost is $102,600.00.

APPROVED THIS 15 DAY OF June, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

RESOLUTION #108-6-15-21-1

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT APPROVING LONG RANGE PLAN FOR RECONSTRUCTION, MAINTENANCE, AND VACATION OF REGULATED DRAINS

WHEREAS, On April 20, 2021, the Fort Wayne Board of Stormwater Management ("Board") approved the recommended classification of all regulated drains under the Board's jurisdiction in accordance with Ind. Code § 36-9-27-34; and

WHEREAS, once the drains are classified by order of priority, a long-range plan for reconstruction, maintenance, and vacation of regulated drains is to be prepared and approved by the Board; and

WHEREAS, the Fort Wayne Stormwater Engineering Department has prepared a long-range plan outlining the proposed action(s) related to each regulated drain under the Board's jurisdiction, the estimated timeframe for completion of the action(s), and the estimated cost associated therewith; and

WHEREAS, a copy of the long-range plan prepared by the Fort Wayne Stormwater Engineering Department is attached hereto as Exhibit "A"; and

WHEREAS, the Board has reviewed the long-range plan and desires to refer each regulated drain under the Board's jurisdiction to the Fort Wayne Stormwater Engineering Department for further action in accordance with the terms of the plan.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The Board hereby approves the long-range plan attached hereto as Exhibit "A", outlining the plans for reconstruction, maintenance, and vacation of regulated drains under the Board's jurisdiction.

2. The Board hereby refers each drain listed in the long-range plan to the Fort Wayne Stormwater Engineering Department for further action as set forth in the plan.

3. The Stormwater Engineering Department is authorized to initiate reconstruction, maintenance, and/or vacation proceedings in accordance with the long-range plan and the Indiana Drainage Code.

APPROVED this 15th day of June, 2021.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: ABSENT
Chris Guerrero, Member

ATTEST:

6-15-21
Michelle Fulk-Vondran, Clerk

CITY OF FORT WAYNE
STORMWATER ENGINEERING DEPARTMENT

REGULATED DRAIN CLASSIFICATION ENGINEERING REPORT

By: Veronika Marie Meyer
June 3rd, 2021

Introduction

Fort Wayne Board of Stormwater Management approved the resolution regarding classification of regulated drains under the jurisdiction of the City of Fort Wayne on April 20th, 2021 (see attached).

In the resolution each drain has been classified according to one of the following categories and rated from high to low priority:

1. In need of Reconstruction
2. In need of Periodic Maintenance
3. Should be Vacated

The following report provides a general overview of each City regulated drain, a high level summary of the work that might be involved according to its classification and an estimated project timeline.

Table 1. Classification of City Regulated Drains as of April 20th, 2021.

DRAIN NAME	DRAIN NUMBER	DRAIN TYPE	PROPOSED IMPROVEMENTS	PRIORITY
Arnold PB	08-20-320	OPEN/PIPE	VACATE	LOW
Ackerman, Abe #2	08-33-820	OPEN	PERIODIC MAINTENANCE	LOW
Crouse Drain	07-10-710	PIPE	VACATE	MED
Heidbrink	08-33-800	PIPE	VACATE	LOW
Keiser	08-20-320	PIPE	VACATE	LOW
Klaehn Merritt Drain	11-01-012	PIPE	VACATE	LOW
Lawrence Drain	12-18-220	OPEN/PIPE	PERIODIC MAINTENANCE	MED
Lincolndale Drain	07-22-700	OPEN/PIPE	RECONSTRUCTION	HIGH
Pierson No. 2	13-04-300	OPEN/PIPE	RECONSTRUCTION	HIGH
Pierson #2 Pipe	08-33-810	OPEN/PIPE	PERIODIC MAINTENANCE	LOW
Pierson Drain No. 2 Br. #1	08-33-810	OPEN	PERIODIC MAINTENANCE	LOW
Pierson Drain No. 2 Br. #2	08-20-830	OPEN/PIPE	RECONSTRUCTION	HIGH
Schoppman	08-19-320	OPEN/PIPE	PERIODIC MAINTENANCE	MED
Westlane Drain	08-28-930	OPEN/PIPE	PERIODIC MAINTENANCE	LOW

Watershed area for each regulated drain was determined and published for reference in Appendix A.

Arnold PB

Location: Arnold PB is located at the south east side of the intersection of Saint Joe Center Road and Saint Joe Road. It starts at Saint Joe Center Road, runs across Sunny Meadows subdivision and outfalls to Schoppman Drain on the north east corner of the subdivision Villas of Marketplace, see Figure 1 below.

Figure 1. Arnold PB Location

Watershed: Arnold PB contributes to the Schoppman Drain watershed and it has a drainage area of approx. 23.5 acres, see Appendix A.

Classification: Drain to be Vacated

Work Planned: According to recent field and desktop investigations in Sunny Meadows, the existing regulated drain is not providing sufficient drainage to the area and multiple drainage problems have been reported. The plan is to vacate the failing Arnold PB drain and, in its place, provide a new drainage system in the Sunny Meadows subdivision.

Timeline and Cost Estimate: The improvements in the Sunny Meadows subdivision are planned for 2022/2023 and estimated to cost $400,000.

Ackerman, Abe #2

Location: Ackerman, Abe #2 is located at the south west side of the intersection of Maplecrest Road and State Blvd. It starts at the west side of Maplecrest Road, runs along Monarch Drive and outfalls to Pierson, No. 2 at 5544 East State Blvd, see Figure 2 below.

Figure 2. Ackerman Abe, #2 Location

Watershed: Ackerman, Abe #2 contributes to the Pierson Drain watershed and it has a drainage area of approx. 83.9 acres, see Appendix A.

Classification: In need of Periodic Maintenance

Work Planned: The City's maintenance department performs routine maintenance to ensure that the pipe and ditches belonging to the regulated drain are unobstructed and operating properly.

Timeline and Cost Estimate: Ongoing project. Expected to be less than $1,500 per year.

Crouse Drain

Location: Crouse is located off of Lima Road between Northland Blvd and Cook Road. It starts at south west corner of Millstone Village subdivision, runs across Mayfield Place and Hollywood Gardens subdivisions and outfalls to Spy Run ditch located on the west side of Lima Road, see Figure 3 below.

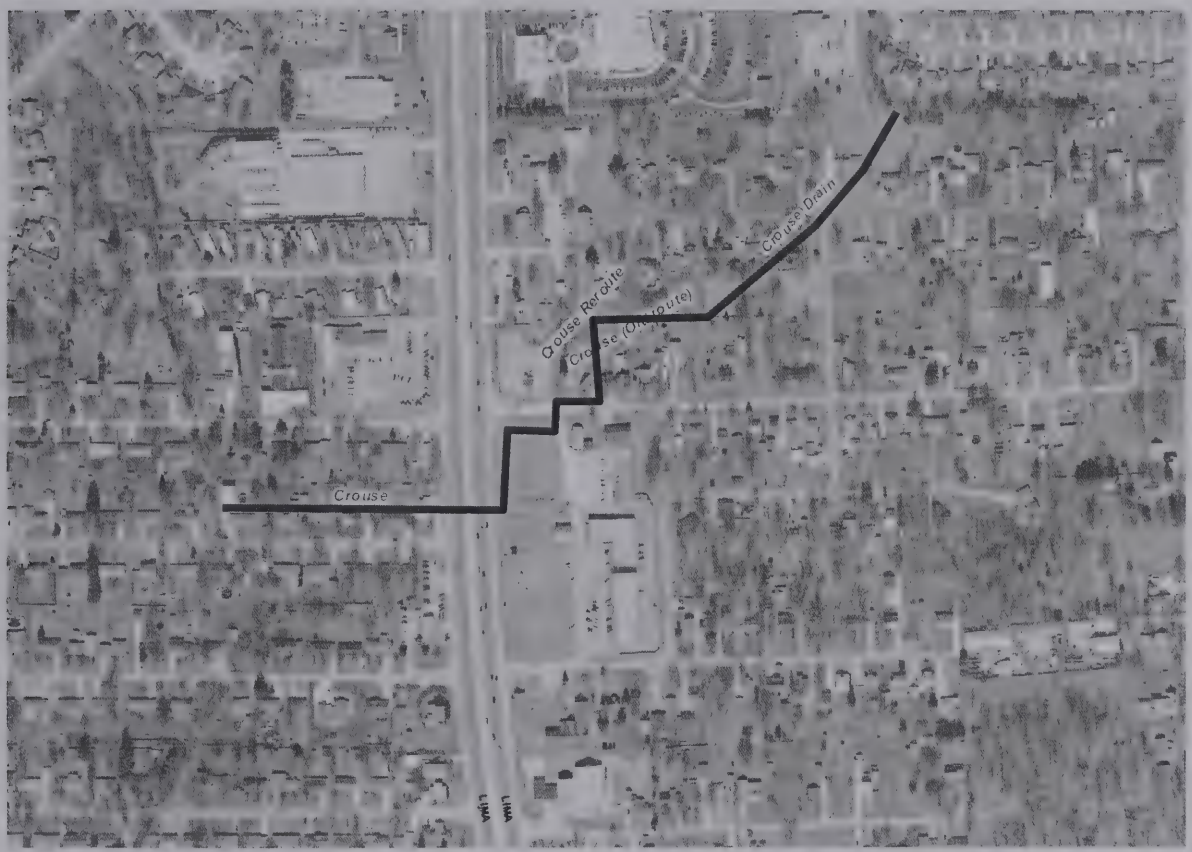


Figure 3. Crouse Drain Location

Watershed: Crouse Drain contributes to the Spy Run ditch watershed and it has a drainage area of approx. 31.8 acres, see Appendix A.

Classification: Drain to be Vacated

Work Planned: Throughout the years the Crouse Drain tile has been replaced by storm sewers installed by INDOT or City of Fort Wayne. Recent field investigations found that the clay tile is failing and not serving its purpose. In order to address drainage problems in the area the City is in the process of constructing additional storm sewer systems along Mayfield Road. The 75-foot easement of the regulated drain is being utilized for the purpose of construction. Once construction is ended Crouse Drain is planned to be vacated and serve as a private drain for adjacent property owners.

Timeline and Cost Estimate: The substantial completion of the project is planned in August 23rd 2021, and the construction cost is $218,719.

Heidbrink

Location: Heidbrink is located in the Maplecrest Road area between Trier Road and State Blvd. It starts north of Trier Road in Oakhurst Park subdivision and passes through several subdivisions including Walden and Blackhawk until it outfalls to Pierson Drain, No. 2 at Georgetown Blvd, see Figure 4 below.

Figure 4. Heidbrink Location

Watershed: Heidbrink contributes to the Pierson Drain, No. 2 watershed and it has a drainage area of approx. 80.3 acres, see Appendix A.

Classification: Drain to be Vacated

Work Planned: The part of Heidbrink drain on the west side of Maplecrest Road has been already vacated. The other portion of the drain will require further investigation including search of existing records and field work in order to justify its vacation.

Timeline and Cost Estimate: The timeline and cost estimate is to be determined.

Keiser

Location: Keiser is located off of Saint Joseph Center in the Sunny Meadows subdivision. It outfalls to a mutual tile that drains to Schoppman Drain, see Figure 5 below.

Figure 5. Keiser Location

Watershed: Keiser contributes to the Schoppman Drain watershed and it has a drainage area of approx. 1.6 acres, see Appendix A.

Classification: Drain to be Vacated

Work Planned: Similarly, as in the case of Arnold PB, this drain is failing and causing drainage issues in the Sunny Meadows subdivision. The plan is to vacate Keiser along with Arnold PB when the proposed new drainage system will be implemented by the City.

Timeline and Cost Estimate: The improvements in the Sunny Meadows subdivision are planned for 2022/2023 and estimated to cost $400,000.

Klaehn Merritt Drain

Location: The City owns only a part of the Klaehn Merritt Drain located south of Illinois Road -SR 14 in the Mayerling Estates, see Figure 6 below.

Figure 6. Klaehn Merritt Drain Location

Watershed: Klaehn Merritt Drain contributes to the Durnell Drain watershed and it has a drainage area of approx. 16.5 acres, see Appendix A.

Classification: Drain to be Vacated

Work Planned: Klaehn Merritt Drain has been already partly vacated. The plan is to complete an investigation on the rest of existing easements and vacate the remaining portion of the drain.

Timeline and Cost Estimate: The vacation is to be completed by December 2021 with estimated cost of $1,500.

Lawrence Drain

Location: The portion of Lawrence Drain that belongs to the City is bounded by Jefferson Blvd on the south-east, Illinois Road on the north, and Getz Road on the west. It starts at the intersection of Lawrence Drive and Illinois Road and drains south until it reaches Jefferson Blvd and outfalls to Flaugh, Maria Main, see Figure 7 below. The City owns the portion of the drain north of Covington Road.

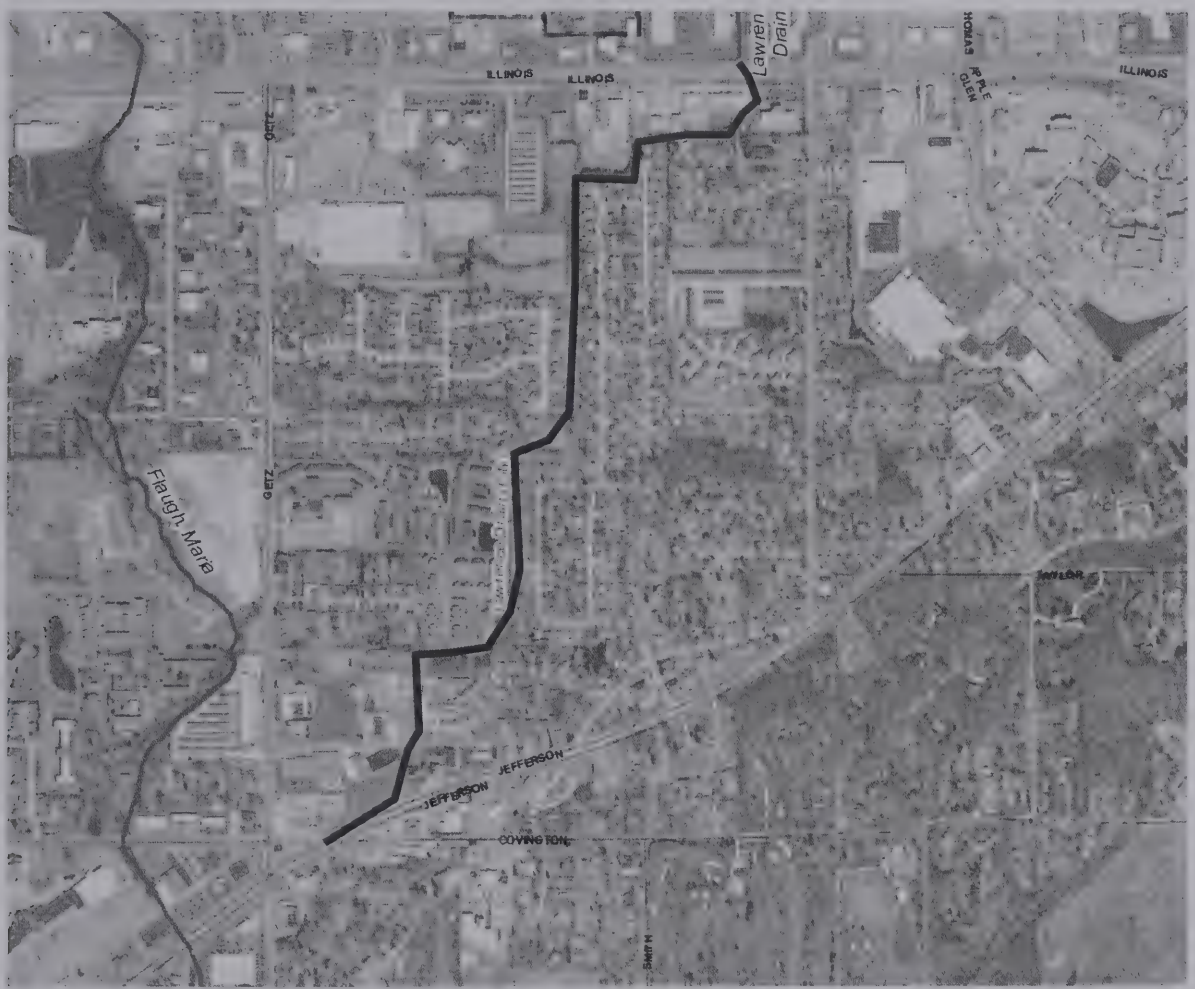


Figure 7. Lawrence Drain Location

Watershed: Lawrence Drain contributes to Flaugh, Maria Main watershed and it has a drainage area of approx. 860.4 acres, see Appendix A.

Classification: Drain in need of Periodic Maintenance

Work Planned: With new development the floodplain along Lawrence Drain has been modified and needs to be revised and remapped.

Timeline and Cost Estimate: Ongoing project. Expected to be less than $1,500 per year.

Lincolndale Drain

Location: Lincolndale Drain is bounded by Lima Road on the east, Coliseum Blvd on the south, Goshen Road on the west, and highway I69 on the north. It starts in West Lincolnway Acre subdivision, runs across Lincolndale subdivision and Interstate Industrial Park, and outfalls to Spy Run ditch at Coliseum Blvd., see Figure 8 below.

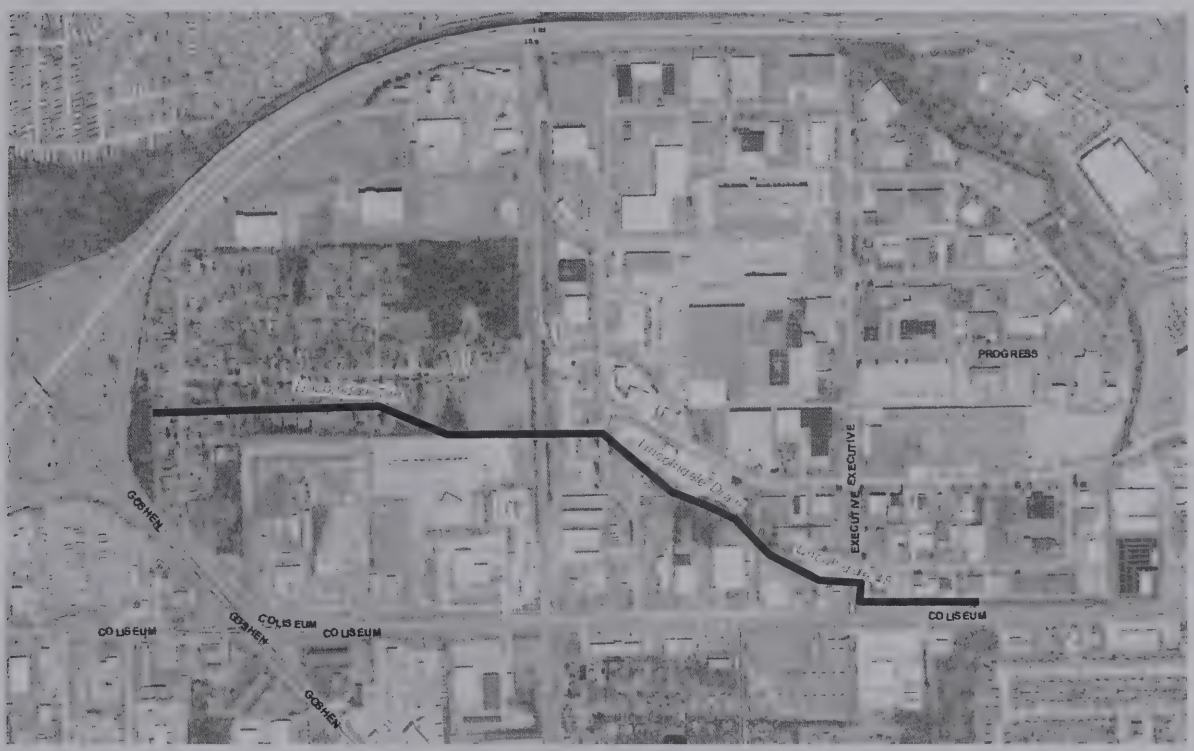


Figure 8. Lincolndale Drain Location

Watershed: Lincolndale Drain contributes to Spy Run ditch watershed and it has a drainage area of approx. 318.1 acres, see Appendix A.

Classification: Drain in need of Reconstruction

Work Planned: Multiple drainage problems have been reported in the area and the City of Fort Wayne is currently working on a design for stormwater improvements and drain reconstruction. The public hearing was held on May 11th, 2021 and the reconstruction was approved by the Fort Wayne Board of Stormwater Management.

Timeline and Cost Estimate: The construction is planned for summer 2021 and the construction cost for the first phase of the project is estimated to be $656,000.

Pierson No. 2

Location: Pierson No. 2 is located in the State Blvd. area between Maplecrest Road and Reed Road. It starts at Georgetown Blvd., passes through several subdivisions including Village of Buckingham, Statewood Park, Monarch Park, Bourie's Reserve, and Caribe Colony, and outfalls to the Maumee River, see Figure 9 below.

Figure 9. Pierson No. 2 Location

Watershed: Pierson No. 2 includes Heidbrink and Ackerman, Abe #2 watersheds and it has a total drainage area of approx. 1,681.9 acres, see Appendix A.

Classification: Drain in need of Reconstruction

Work Planned: The City is in the design process for improvements to the drain that will increase the flow capacity of the drain, reduce erosion, and enhance the ecological function of the drain. The improvements will allow for future remapping of the floodplain limits between Lake Ave. and Monarch Drive.

Timeline and Cost Estimate: Construction is estimated for Spring 2022 with a construction cost of $3,000,000.

Pierson #2 Pipe

Location: Pierson #2 Pipe is located in the Reed Road and State Blvd. area. It starts at Reed Road, passes through Summit Ridge and Statewood Park subdivisions, and it outfalls to Pierson Drain No. 2 Br. #1 at Forest Avenue, see Figure 10 below.

Figure 10. Pierson #2 Pipe Location

Watershed: Pierson #2 Pipe contributes to Pierson Drain No. 2 watershed and it has a drainage area of approx. 218.3 acres, see Appendix A.

Classification: Drain in need of Periodic Maintenance

Work Planned: The City's maintenance department performs routine maintenance to ensure that the pipe and ditches belonging to the regulated drain are unobstructed and operating properly.

Timeline and Cost Estimate: Ongoing project. Expected to be less than $1,500 per year.

Pierson Drain No. 2 Br. #1

Location: Pierson Drain No. 2 Br. #1 located in south of State Blvd. and east of Reed Road in the Statewood Park subdivision. It outfalls to Pierson Drain No. 2 behind the south west corner of Monarch Park, see Figure 11 below.

Figure 11. Pierson Drain No. 2 Br. #1 Location

Watershed: Pierson Drain No. 2 Br. #1 contributes to Pierson Drain No. 2 watershed and it has a drainage area of approx. 12 acres, see Appendix A.

Classification: Drain in need of Periodic Maintenance

Work Planned: The City's maintenance department performs routine maintenance to ensure that the pipe and ditches belonging to the regulated drain are unobstructed and operating properly.

Timeline and Cost Estimate: Ongoing project. Expected to be less than $1,500 per year.

Pierson Drain No. 2 Br. #2

Location: Pierson Drain No. 2 Br. #2 is located east of Reed Road between State Blvd. and Lake Avenue. It starts at 1820 Reed Road, passes through Statewood Park subdivision and outfalls to Pierson Drain No. 2 at the north east end of Bourie's Reserve, see Figure 12 below.

Figure 12. Pierson Drain No. 2 Br. #2 Location

Watershed: Pierson Drain No. 2 Br. #2 contributes to Pierson Drain No. 2 watershed and it has a drainage area of approx. 66.2 acres, see Appendix A.

Classification: Drain in need of Reconstruction

Work Planned: Park of the existing drain wrapping around 1807 Berkley Avenue is eroding and encroaching onto the adjacent road Nevada Avenue. The City is currently working with EarthSource to develop a design for bank stabilization.

Timeline and Cost Estimate: The construction is planned for 2021/2022 and the construction cost is yet to be estimated dependent on design requirements and scope.

Schoppman

Location: Schoppman is bounded by Trier Road to the south and Saint Joe Center Road to the north between Saint Joe Road and Reed Road. It starts at Bullerman Park subdivision and passes through several subdivisions including David's Selma E & Fred W, Tamarack, Wyndemere, Sunny Meadows, and outfalls to Saint Joseph River at the Saint Joe Center Road bridge crossing, see Figure 13 below.

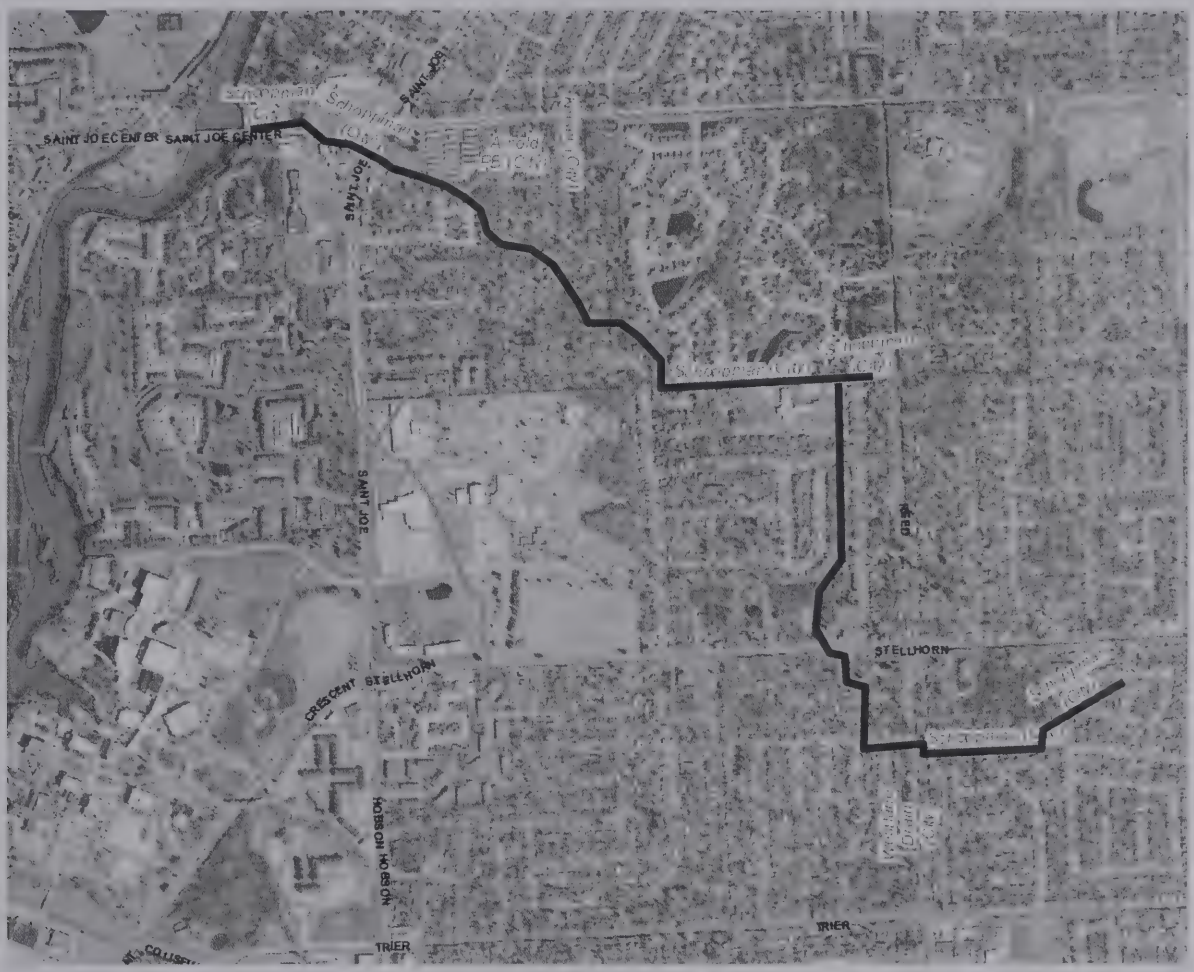


Figure 13. Schoppman Location

Watershed: Shoppman includes Arnold PB, Keiser and Westlane Drain's watersheds and it has a drainage area of approx. 908.6 acres, see Appendix A.

Classification: Drain in need of Periodic Maintenance

Work Planned: The City's maintenance department performs routine maintenance to ensure that the pipe and ditches belonging to the regulated drain are unobstructed and operating properly.

Timeline and Cost Estimate: Ongoing project. Expected to be less than $1,500 per year.

Westlane Drain

Location: Westlane Drain is located north of Trier Road in Pine Lane subdivision. It outfalls to Schoppman drain at 4224 Reed Road, see Figure 14 below.

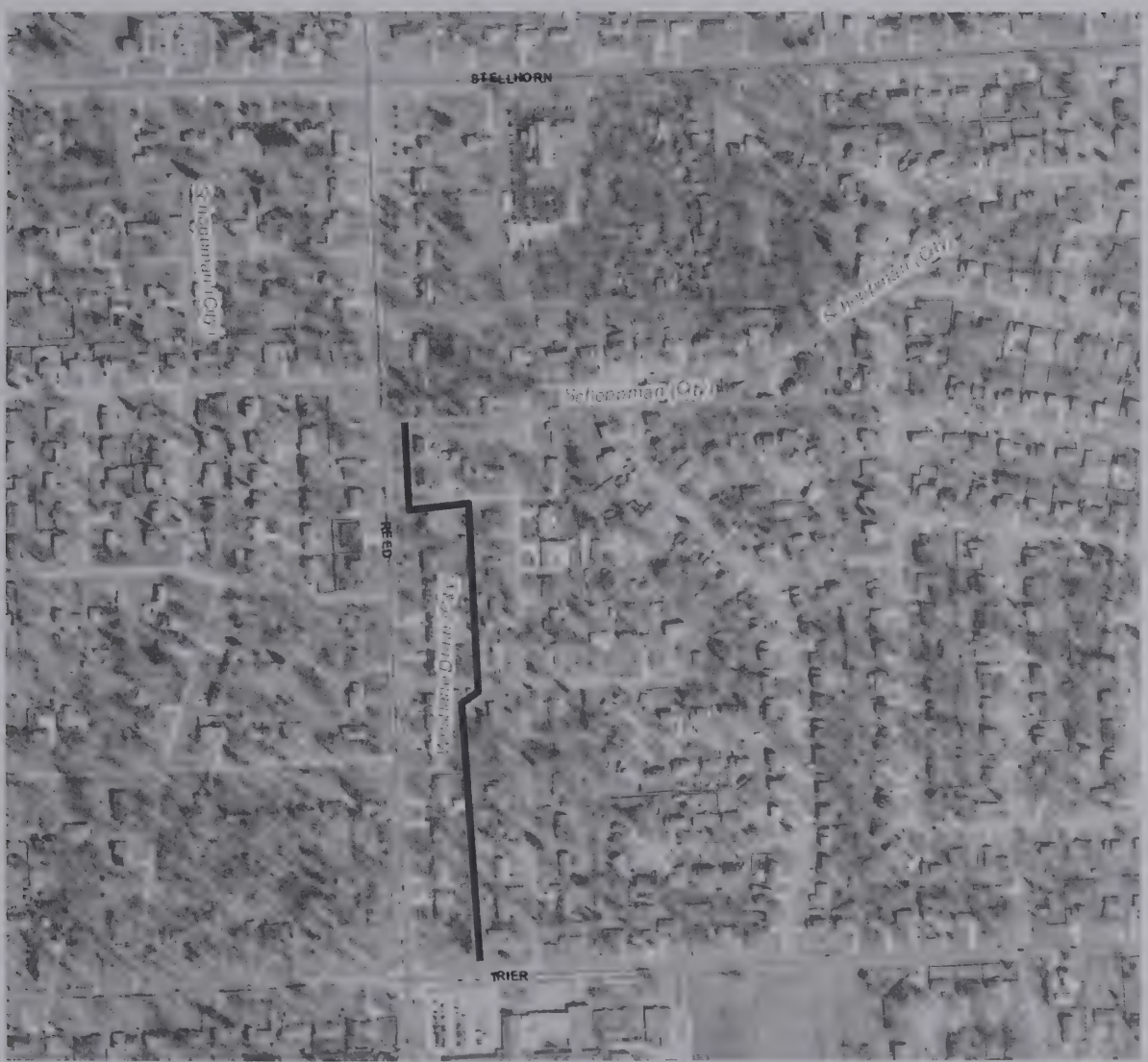


Figure 14. Westlane Drain Location

Watershed: Westlane Drain contributed to Schoppman drain watershed and it has a drainage area of approx. 8.5, see Appendix A.

Classification: Drain in need of Periodic Maintenance

Work Planned: The City's maintenance department performs routine maintenance to ensure that the pipe and ditches belonging to the regulated drain are unobstructed and operating properly.

Timeline and Cost Estimate: Ongoing project. Expected to be less than $1,500 per year.

APPENDIX A

City Regulated Drains Watershed Maps

Arnold PB (City) - Watershed Area

Ackerman, Abe #2 (City) - Watershed Area

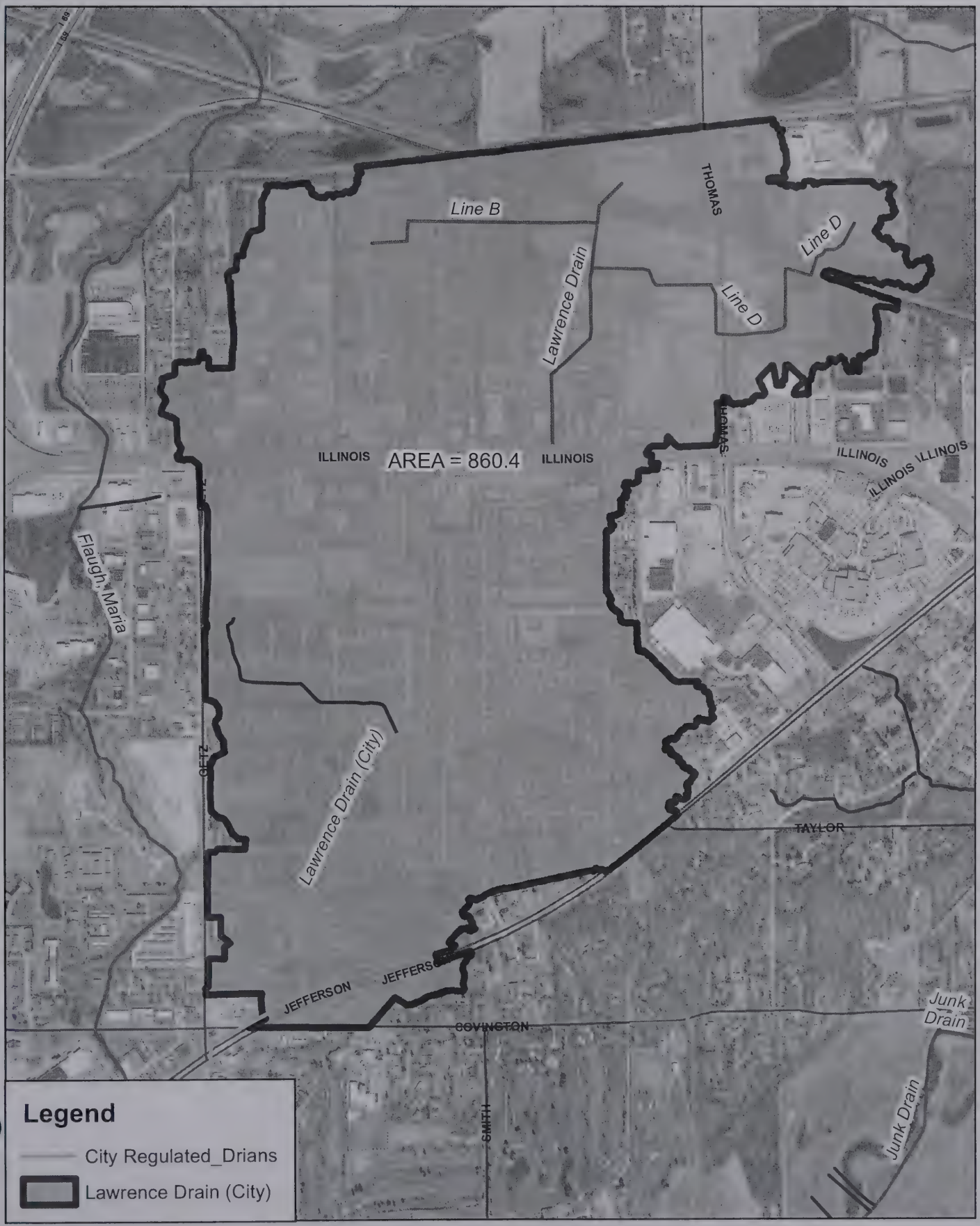
Crouse Drain (City) - Watershed Area

Heidbrink (City) - Watershed Area

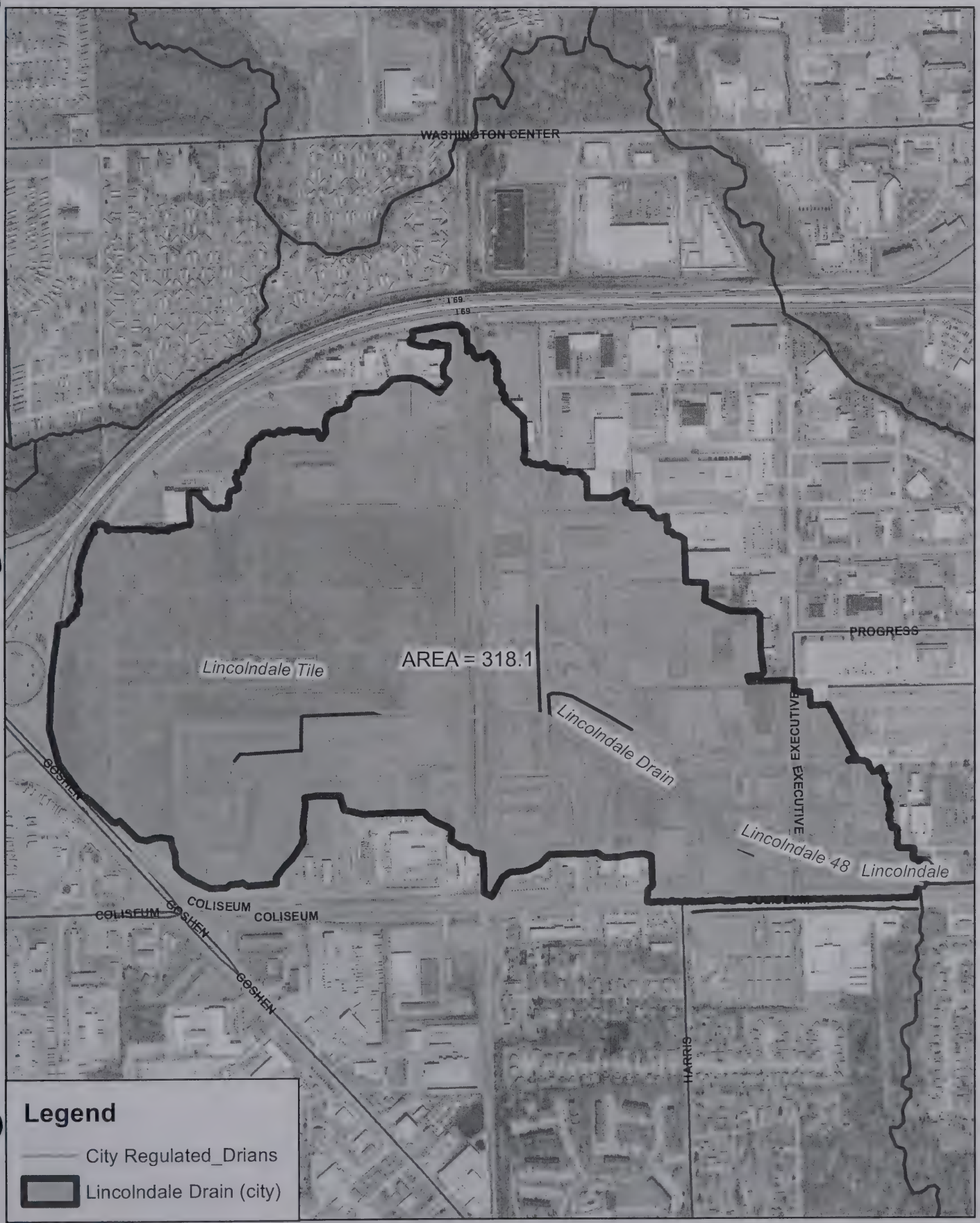
Keiser (City) - Watershed Area

Klaehn Merritt Drain (City) - Watershed Area

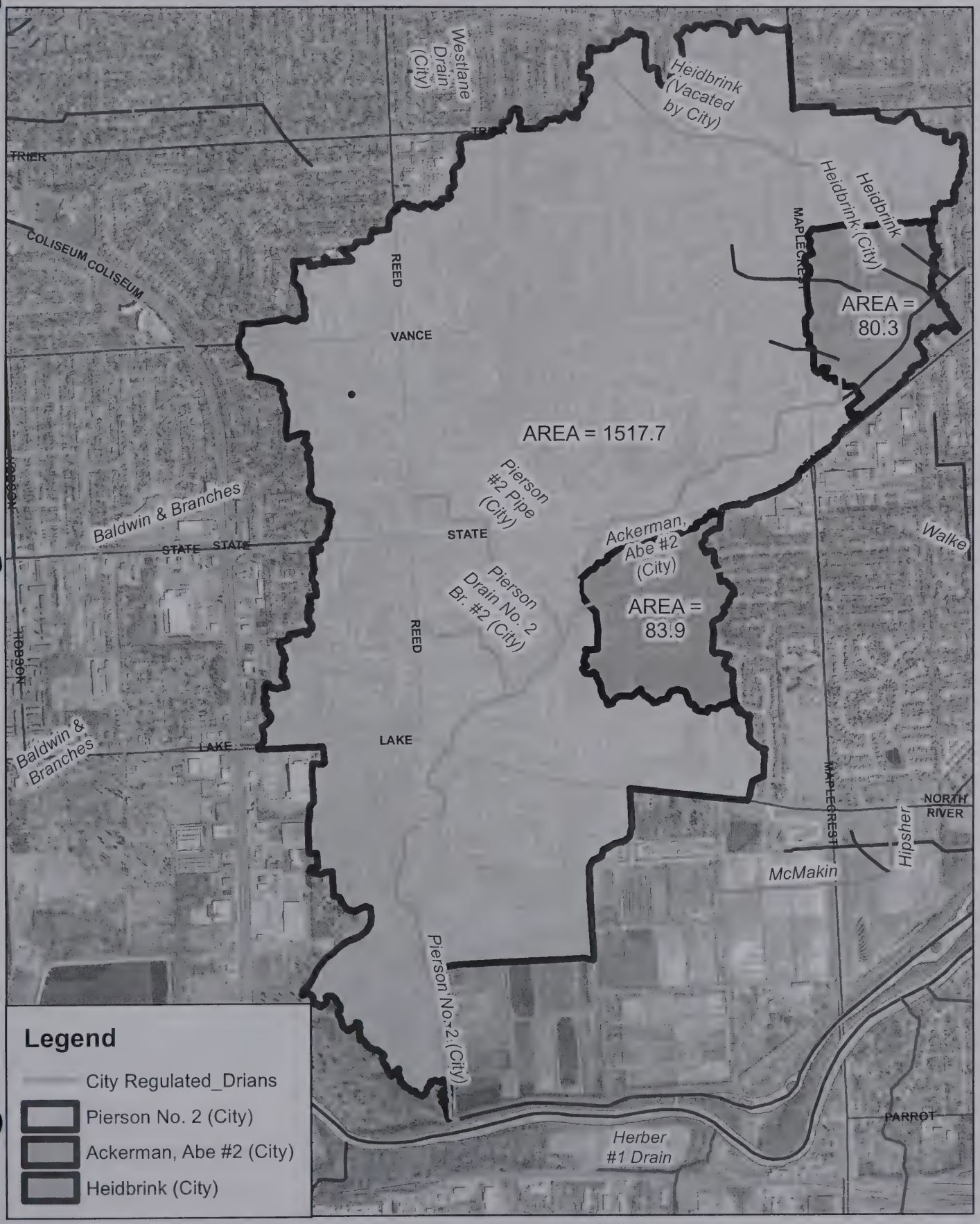
Lawrence Drain (City) - Watershed Area



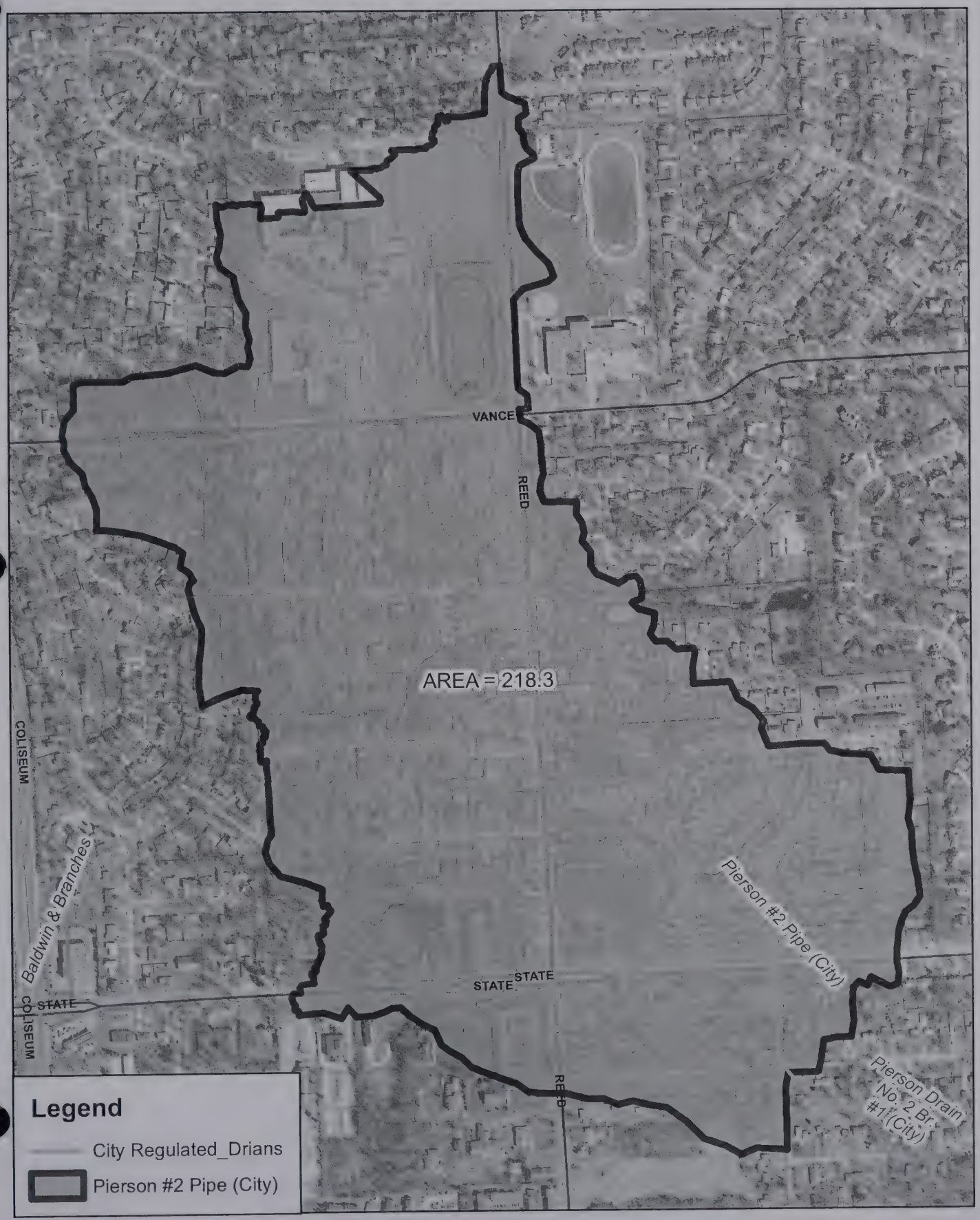
Lincolndale Drain (City) - Watershed Area



Pierson No. 2 (City) - Watershed Area

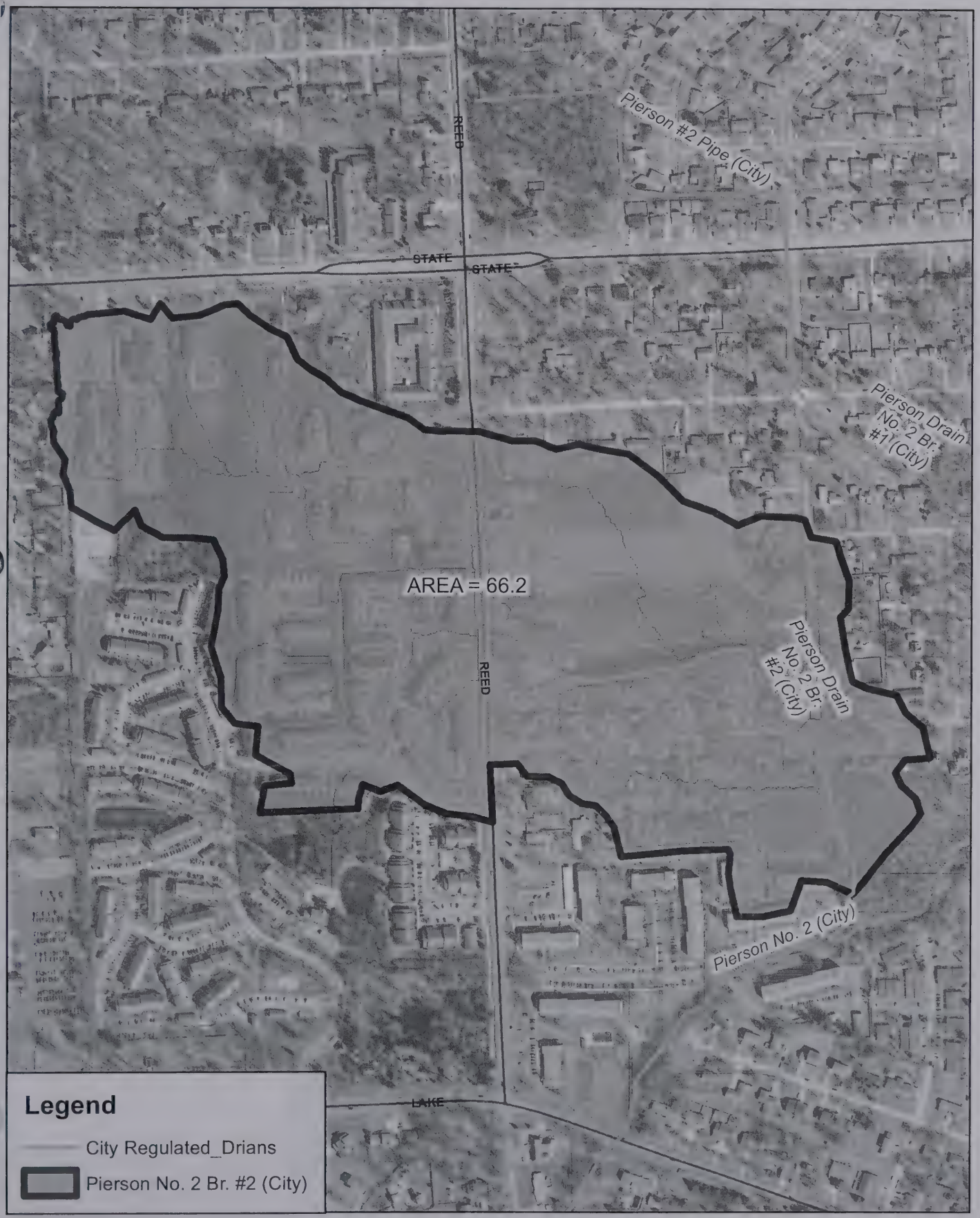


Pierson #2 Pipe (City) - Watershed Area

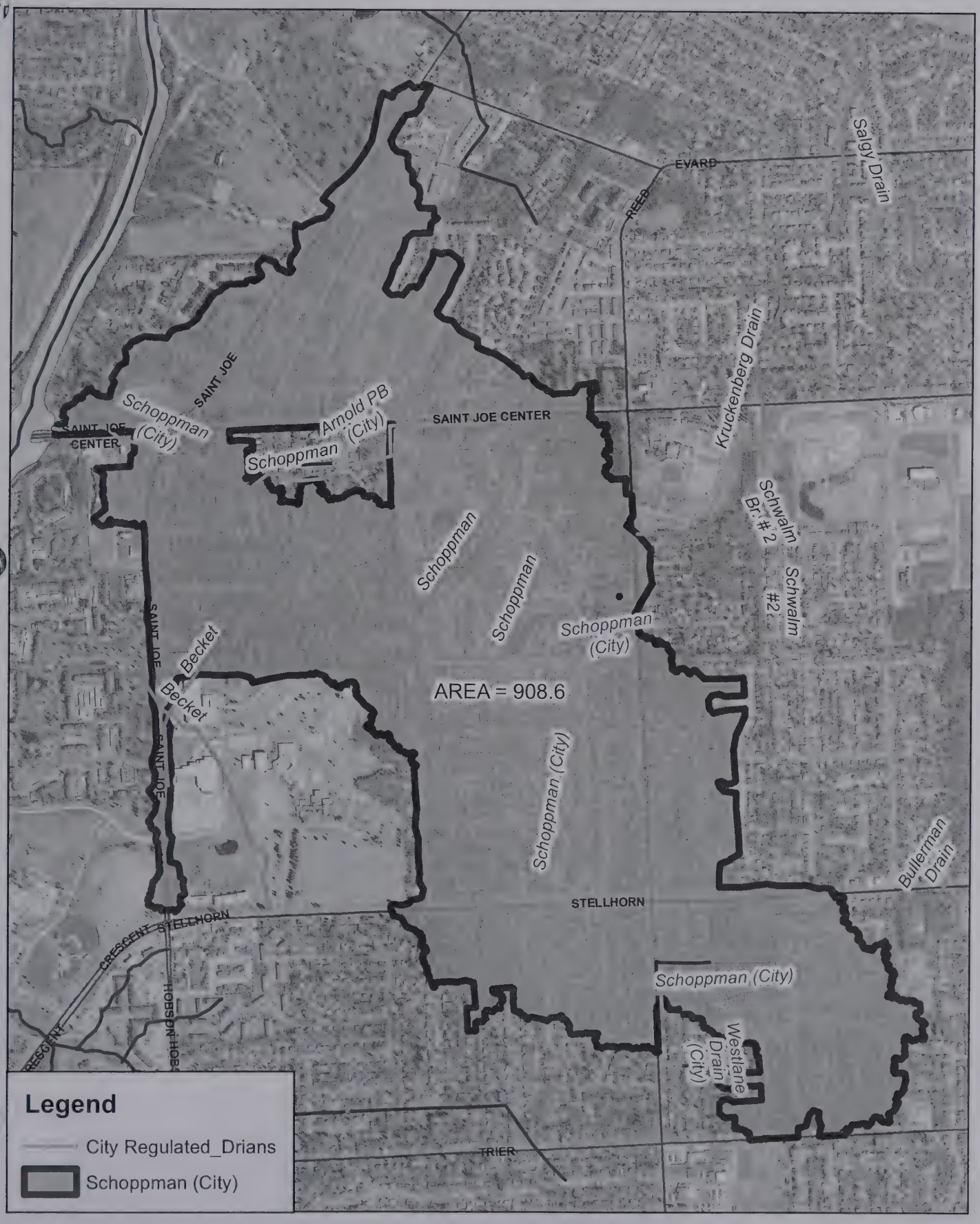


Pierson No. 2 Br. #1 (City) - Watershed Area

Pierson No. 2 Br. #2 (City) - Watershed Area



Schoppman (City) - Watershed Area



Westlane Drain (City) - Watershed Area

IMPROVEMENT RESOLUTION NO. 0582L

COVINGTON BLUFFS LIGHTING IMPROVEMENTS

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Rehabilitation of existing poles, upgrading of existing lighting to LED units, replacement of mismatched pole/arm/luminaire assemblies.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 22 day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0583N

SUMMIT TRAIL LIGHTING IMPROVEMENTS PHASE II

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Installation of LED coachman lighting and buried wire on the Summit Trail east of Hatfield Road and east of Innovation Boulevard.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 22 day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0585S

2021 Right of Way On Call Project

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Replacement of concrete streets, sidewalk, curbs, ramps and all other items located within the City's right of way.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 22 day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
CONFIRMING RESOLUTION 108-5-4-21-1 AND AWARDING DAMAGES
RE: ADMINISTRATIVE CONDEMNATION OF A TEMPORARY EASEMENT

RESOLUTION NUMBER 108-6-22-21-1

WHEREAS, on May 4, 2021, the Board of Public Works of the City of Fort Wayne, Indiana (the "Board") adopted Resolution Number 108-5-4-21-1 (the "First Resolution"); and

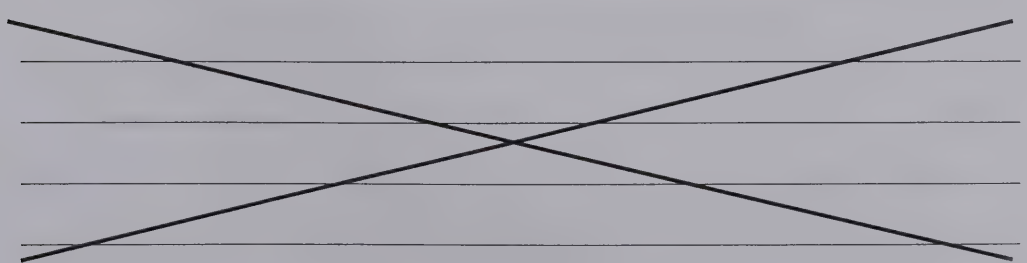
WHEREAS, the First Resolution stated the Board's intention to exercise its power of eminent domain pursuant to Indiana Code section 32-24-2 to acquire a temporary easement on certain real property commonly known as 3214 Wakashan Place, more fully described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Easement"); and

WHEREAS, acquisition of the Real Estate will facilitate construction of a public improvement project to improve drainage and reduce street and residential flooding in the Blackhawk Neighborhood Addition, entitled Blackhawk Addition (Sections III, V, VI) Stormwater Improvements, and designated City Utilities work order number 83607 (the "Project"); and

WHEREAS, on May 6 and 13, 2021, in accordance with I.C. 32-24-2-6, the Board published notice of the First Resolution, and of the date and time of a hearing, at least thirty (30) days following the last published notice, at which the Board would receive or hear remonstrances from persons interested in or affected by the acquisition of the Easement, in a newspaper of general circulation published in Fort Wayne; and

WHEREAS, on June 15, 2021, at 12:00pm, as specified in said published notice, the Board held a public hearing to receive or hear remonstrances from any person interested in or affected by the acquisition of the Easement; and

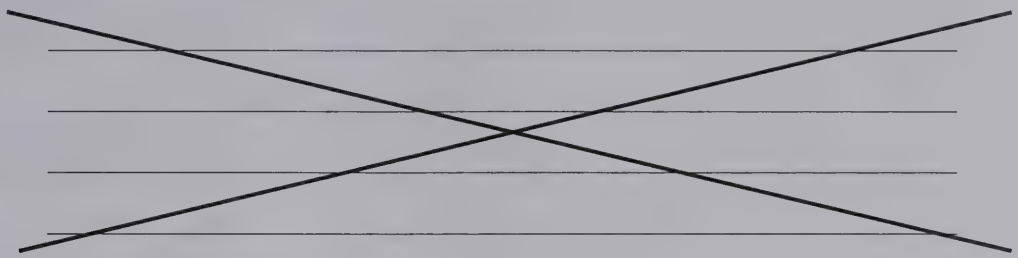
WHEREAS,
[**X**] there were no remonstrances against the acquisition of the Easement.
~~[ ] the following persons remonstrated against the acquisition of the Easement:~~



NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. Acquiring the Easement to perform the Project is necessary to protect the public health, safety, and welfare.

2. Resolution Number 108-5-4-21-1 is hereby
[**X**] CONFIRMED.
~~[ ] MODIFIED as follows:~~



~~[ ] RESCINDED.~~

3. The appraised value for the Easement set forth in the attached Exhibit 1 accurately reflects its fair market value.

4. The Board hereby awards the total appraised value of the Easement to the property owner identified on the attached Exhibit 1 as the net amount of damages sustained and benefits accruing to such property. Other than such award, there are no damages or benefits to any other party by reason of the taking of the Easementt; thus no additional awards or assessments are made.

5. In accordance with Indiana Code section 32-24-2-8(b), the Board shall serve written notice upon such property owner, by personal delivery or by leaving a copy at the owner's last usual place of residence in Fort Wayne, and by certified mail, giving notice of such award, as well as of the date and time of a hearing, no sooner than thirty (30) days following service of the notice, at which the Board will receive or hear remonstrances from with regard to the amount of their respective awards or assessments.

6. On Tuesday, July 27, 2021, at 12:00pm, the Board will receive or hear remonstrances from persons with regard to the amount of their respective awards or assessments.

[Execution and Attestation on Following Page.]

APPROVED this 22nd day of June, 2021.

BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Chris Guerrero, Member

Attest: _____ 6.22.21
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 22nd day of June, 2021.

_____
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

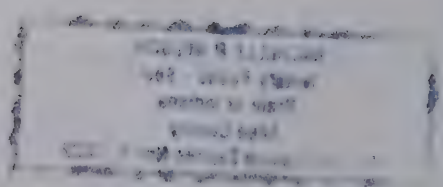


EXHIBIT 1

AFFECTED PROPERTY ADDRESS:

3214 Wakashan Place
Fort Wayne, IN 46815

PARCEL TAX I.D. NUMBER:

02-08-27-454-005.000-072

LEGAL DESCRIPTION ON EASEMENT TO BE ACQUIRED:

The southwest ten feet of the northeast 17 feet of Lot 132 of Blackhawk Section VI, as recorded in Plat Record 30, Pages 149-151, in the Office of the Recorder of Allen County, Indiana.

INTEREST TO BE ACQUIRED:

Easement Interests

PROPERTY OWNER NAMES AND MAILING ADDRESSES:

Landowner:	Lisa Tomlinson
Mailing Address:	3214 Wakashan Place Fort Wayne, IN 46815

INTEREST TO BE ACQUIRED:

Temporary Easement

TOTAL APPRAISED VALUE:

$330.00 (Three Hundred and Thirty Dollars and Zero Cents)

OTHER AFFECTED REAL PROPERTY INTERESTS:

1.

Owner:	Home Improvement Acceptance Corporation
Interest:	Assignment of Lien
Document Number:	206069460
Damages awarded:	$0.00
Benefits assessed:	$0.00

Net amount awarded to this interest holder by reason of the Easement: $0.00

SIGNATORY AUTHORIZATION FOR INDIANA DEPARTMENT OF TRANSPORTATION AGREEMENTS RESOLUTION
RESOLUTION NO. #108-6-22-21-2

WHEREAS, the Board of Public Works ("BPW") of the City of Fort Wayne, Allen County, Indiana, has plans for infrastructure improvements using federal funds that are administered and overseen by Indiana Department of Transportation ("INDOT");

WHEREAS, INDOT requires electronic signatures by all parties through DocuSign, for all INDOT contracts;

WHEREAS, to streamline this process, a designated signatory authority will be delegated to approve these types of agreements;

NOW, THEREFORE BE IT RESOLVED by the Board of Public Works of the City of Fort Wayne, the governing body, that:

The BPW delegates the signatory authority for INDOT-related contracts to the City Engineer, upon approval of the BPW's approval of a contract; and

The BPW agrees to comply with State and Federal requirements as they pertain to the INDOT Matching Grant Program.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this 22nd day of June 2021, at its regularly scheduled meeting.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMEBERS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DATE: 6·22·21

IMPROVEMENT RESOLUTION NO. 0548D

Alley R01486 E-W: Kinnaird Av, W Packard Av, Fairfield Av, S Wayne Av

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The alley between Kinnaird Ave and W Packard Ave from Fairfield Ave to S Wayne Ave by removal of the existing alley and west alley approach. Construction of new concrete alley, concrete alley approach, adjustment of castings and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 29 day of June, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT
Kumar Menon, Member

Chris Guerrero, Member

ATTEST: Michelle Fulk-Vondran, Clerk

WPCP MCC-P1 REPLACEMENT 2021
RESOLUTION NO. 76802

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of…

Replacement of existing Motor Control Center, MCC-P1. This Project is located in the Main Blower Building at the Water Pollution Control Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, WPCP MCC-P1 REPLACEMENT 2021.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $420,000.

APPROVED THIS 29 DAY OF June, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

July

2021

IMPROVEMENT RESOLUTION NO. 0383B

BRICK ALLEY R01308 E-W W BERRY ST, W WAYNE ST, JACKSON ST, UNION ST

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The brick alley between W Berry St, W Wayne St, Jackson St, and Union St by removing, cleaning, and resetting historical brick pavers. Project will also fix grade issues to promote positive drainage.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of July, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. #0493A

White Oak Avenue, State St. to Vance Ave. Concrete Street Repairs

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

White Oak Avenue from State Street to Vance Avenue by reconstructing the existing concrete roadway. The existing concrete will be completely removed and replaced with brand new curbs, ten inches of subbase with four and a half inches of asphalt, and new curb casting to replace the old.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of July, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. #0564D

ALLEY R01209-20 NW-SE: IRENE AVE., GOSHEN AVE., HENSCH AVE., GOSHEN AVE.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The concrete alley between Irene Ave, Goshen Ave, and Hensch Ave by removing the deteriorated concrete alley pavement and replacing with brand new concrete inverted alley pavement, along with a new concrete alley approach and updating one casting along Irene Avenue.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of July, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0315C

Pettit-Rudisill Neighborhood Concrete Street Repairs PH.1

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Warsaw St by the removal of the existing concrete street and replacing with new concrete street from E. Maple Grove to Congress Ave. Adding new sidewalk along with the removal and replacement of select existing sidewalk, Removing existing curb ramps and replacing with new ADA curb ramps and adding two new structures at the intersection of Warsaw St. and Congress along with sub surface drainage. Replacement and adjustment of existing castings and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of July, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0497C

Harvester Community Concrete Street Repairs, Phase 1

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal and replacement of the existing concrete street of Reynolds Street from Esdall Avenue to Shady Brook Drive (abandoned) and Edsall Avenue from Reynolds Street to approx. 75' south of Reynolds Street. Reconstruction of drive approaches and sidewalk as necessary. Subsurface drainage will be installed during construction, sewer castings will be adjusted and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 20 day of July, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

SCIENCE CENTRAL RAIN GARDEN REPLANTING
RESOLUTION NO. 83843

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the replating of 1100 square yards of rain garden located on the east side of Science Central main building. The Work includes placement of amended soil, river rock bed, hardwood mulch, and plantings.

Said improvements shall be constructed in accordance with the plans and specifications titled, Science Central Rain Garden Replanting.

Declares 60% of the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Stormwater Utility Revenue. 40% of the cost shall be paid by Public Works.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $ 14,600.00.

APPROVED THIS 20 DAY OF July, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF CERTAIN REAL ESTATE LOCATED AT 14511 COVINGTON ROAD IN ABOITE TOWNSHIP, INDIANA

RESOLUTION NUMBER 108-7-20-21-1

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to certain real property located at 14511 Covington Road in Aboite Township, Indiana, comprising some 10.21 acres of land, and including certain structural improvements and fixtures formerly used as potable water treatment facilities, as more particularly described and depicted in Exhibit 1 attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the City intends the Property, including said improvements and fixtures thereon, to be sold on an "AS-IS" basis; and

WHEREAS, aside from one remaining active underground water main that will be protected by a 20' easement along the eastern property boundary as a condition of the sale, the City has no present use for such Property, and future use by the City is unlikely, as all valuable equipment has been removed and the water treatment facilities decommissioned; and

WHEREAS, pursuant to Indiana Code 36-1-11-4, the Property has been appraised by two licensed, professional appraisers, and the disposing agent has determined a minimum bid for the property based on the appraisals and the disposing agent's knowledge of the property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this this 20th day of July, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair of Public Works

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 20th day of July, 2021.

My Commission Expires:
MICHELLE R. NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Michelle R. Nelson
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

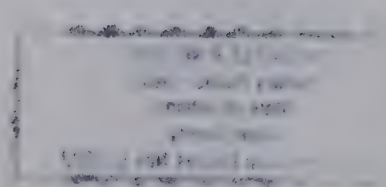


EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner: City of Fort Wayne, Indiana
Mailing Address: 200 E Berry St. Ste. 250
Fort Wayne, IN 46802

AFFECTED PROPERTY:

PIN: 02-11-18-206-017.000-038
Address: 14511 Covington Road
Last Deed: 2014058234 [Parcel "III"]
Prior Deed: 86-042701 [Contains restrictive covenants]
Legal description:
Part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30 North, Range 11 East, Allen County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30 North, Range 11 East, Allen County, Indiana; thence South along the East line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30, Range 11, a distance of 1200.00 feet; thence West with a deflection angle to the right of 88 degrees 23 minutes 00 seconds and parallel to the North line of the Northwest Quarter of Northwest Quarter of Section 18, Township 30, Range 11, a distance of 600.0 feet; thence North with a deflection angle to the right of 91 degrees 3 7 minutes 00 seconds and parallel to the East line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30, Range 11, a distance of 700.0 feet; thence East with a deflection angle to the right of 88 degrees 23 minutes 00 seconds and parallel to the North line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30, Range 11, a distance of 550.0 feet to a point 50.0 feet West of the East line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30, Range 11; thence North with a deflection angle to the left of 88 degrees 23 minutes 00 seconds and parallel to the East line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30, Range 11 a distance of 500.0 feet to a point on the North line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30, Range 11; thence East with a deflection angle to the right of 88 degrees 23 minutes 00 seconds along the North line of the Northwest Quarter of the Northeast Quarter of Section 18, Township 30, Range 11, a distance of 50.0 feet to the point of beginning, containing 10.21 acres, more or less.

INTEREST TO BE SOLD: Fee simple in the entire 10.21-acre parcel, including improvements and fixtures, to be sold "AS-IS," reserving a 20' utility easement along the eastern property boundary.

July 8, 2021

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be completely accurate or all inclusive.

© 2015 City of Fort Wayne

IMPROVEMENT RESOLUTION NO. 0568D

Alleys R20097 & R20298 E-W & N-S: E Masterson, E Williams, S Clinton, S Calhoun

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The N-S & E-W alleys between E Masterson, E Williams, S Clinton, and S Calhoun by removing and replacing the existing deteriorated concrete pavement.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 27 day of July, 2021.

BOARD OF PUBLIC WORKS

ABSENT
Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

Raw Water Supply Improvements
RESOLUTION NO. 66831

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a raw water well and all associated electrical and control work.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Raw Water Supply Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $1,682,900.00.

APPROVED THIS 27 DAY OF July, 20 21.

BOARD OF PUBLIC WORKS

BY: ABSENT
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Aug

2021

IMPROVEMENT RESOLUTION NO. #0181S

Rothman Road Sidewalk Connection

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Rothman Road from St Joe Road to Maplecrest Road by adding new sidewalk on the south side of the road. Improvements will also include: updating residential drive approaches, ADA ramps, and adding new storm water pipe to improve drainage.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 3 day of August, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
SUSTAINING THE AMOUNT OF DAMAGES AWARDED
IN RESOLUTION 108-6-22-21-1
RE: ADMINISTRATIVE CONDEMNATION OF A TEMPORARY EASEMENT

RESOLUTION NUMBER 108-8-3-21-1

WHEREAS, on May 4, 2021, the Board of Public Works of the City of Fort Wayne, Indiana (the "Board") adopted Resolution Number 108-5-4-21-1 (the "First Resolution"), stating the Board's exercise of eminent domain pursuant to Indiana Code section 32-24-2 to acquire a temporary construction easement (the "Easement") on certain real property commonly known as 3214 Wakashan Place (the "Real Estate"), all as more fully described in Exhibit 1 attached hereto and incorporated herein by this reference; and

WHEREAS, acquisition of the Easement will facilitate construction of a public improvement project to improve drainage and reduce street and residential flooding in the Blackhawk Neighborhood Addition, entitled Blackhawk Addition (Sections III, V, VI) Stormwater Improvements, and designated City Utilities work order number 83607 (the "Project"); and

WHEREAS, on June 22, 2021, the Board adopted Resolution Number 108-6-22-21-1 (the "Second Resolution"), confirming the First Resolution and making an initial award of damages sustained by the owner of the Real Estate, in the amount of $330.00 (Three Hundred and Thirty Dollars and Zero Cents) (the "Initial Award"); and

WHEREAS, on June 23, 2021, the Board served written notice upon the owner of the Real Estate, showing the amount of the Initial Award, and naming the date and time of a hearing, no sooner than thirty days following service of the notice, at which the Board would receive or hear remonstrances with regard to the amount of the Initial Award (the "Second Remonstrance Hearing"), by leaving a copy of the notice at the owner's last usual place of residence in the municipality and mailing a copy of the notice to the owner's address of record, and by publishing said notice in a newspaper of general circulation; and

WHEREAS, pursuant to said notice, the Board held the Second Remonstrance Hearing on July 27, 2021 at 12:00pm, at which time the Board was willing to receive and hear remonstrances from persons against the Initial Award; and

WHEREAS,
[**X**] there were no remonstrances received or heard.
~~[ ] the following persons remonstrated:~~

_____

_____

WHEREAS, the sign-in sheet from the Second Remonstrance Hearing, reflecting all attendees at such hearing; along with the minutes of such hearing, reflecting the full statements made verbatim, have been submitted for approval concurrently with this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. Acquiring the Easement to perform the Project is necessary to protect the public health, safety, and welfare.

2. The amount of the Initial Award made by Resolution Number 108-6-22-21-1is hereby
[**X**] SUSTAINED.
~~[ ] MODIFIED, as follows:~~

   The amount of the final damage award to the owner of the Real Estate shall be $330.00 (Three Hundred and Thirty Dollars and Zero Cents) (the "Final Award"), which is an accurate reflection of the fair market value of such property as determined by an independent appraisal.

3. The Board hereby awards the Final Award to the owner of the Real Estate identified on the attached Exhibit 1 as the net amount of damages sustained and benefits accruing to such property.

This Resolution shall be in full force and effect from and after its adoption by the Board of Public Works of the City of Fort Wayne, Indiana.

(SIGNATURES BEGIN ON NEXT PAGE)

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

APPROVED this 3rd day of August, 2021.

BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: ABSENT
Kumar Menon, Member

By: _____
Chris Guerrero, Member

Attest: _____ 8.3.21
Michelle Fulk-Vondran, Clerk

Prepared by:
Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, ~~Kumar Menon~~, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained. ABSENT

WITNESS my hand and notarial seal this 3rd day of August, 2021.

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Michelle R. Nelson
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

EXHIBIT 1

AFFECTED PROPERTY ADDRESS:

3214 Wakashan Place
Fort Wayne, IN 46815

PARCEL TAX I.D. NUMBER:

02-08-27-454-005.000-072

LEGAL DESCRIPTION ON EASEMENT TO BE ACQUIRED:

The southwest ten feet of the northeast 17 feet of Lot 132 of Blackhawk Section VI, as recorded in Plat Record 30, Pages 149-151, in the Office of the Recorder of Allen County, Indiana.

INTEREST TO BE ACQUIRED:

Temporary Easement

PROPERTY OWNER NAMES AND MAILING ADDRESSES:

Landowner:	Lisa Tomlinson
Mailing Address:	3214 Wakashan Place Fort Wayne, IN 46815

TOTAL APPRAISED VALUE:

$330.00 (Three Hundred and Thirty Dollars and Zero Cents)

OTHER AFFECTED REAL PROPERTY INTERESTS:

1.

Owner:	Home Improvement Acceptance Corporation
Interest:	Assignment of Lien
Document Number:	206069460
Damages awarded:	$0.00
Benefits assessed:	$0.00

Net amount awarded to this interest holder by reason of the Easement: $0.00

APPROVAL OF RESOLUTION #108-8-3-21-2,
OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE PURCHASE OF REAL ESTATE
FOR THE LUDWIG ROAD RELOCATION PROJECT

PROJECT #0040A

WHEREAS, the City of Fort Wayne (the "City") wishes to purchase real estate, for the Ludwig Road Relocation Project; and

WHEREAS, the City wishes to purchase 14 parcels of real estate as shown on the attached drawing; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

To approve of the purchase of the Real Estate by the City of Fort Wayne, Indiana, of 14 parcels of land for the Ludwig Rd Relocation Project is hereby approved.

APPROVED this 3 day of August 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST:

_____
Michelle Fulk-Vondran, Clerk

Prepared by: Patrick Zaharako, City of Fort Wayne, City Engineer

WATER MAIN REPLACEMENT AT
REED RD, OLD MAYSVILLE RD, LAKE AVE.
RESOLUTION NO. 67019

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of 1,200 LF of 6-inch HDPE water main, 300 LF of 12-inch HDPE water main, 300 LF of 16-inch HDPE water main, and all associated water main appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, WO # 67019, Water Main Replacement at Reed Rd., Old Maysville Rd., and Lake Ave.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility and Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is a cost of $20,373.82 associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $431,115.00.

APPROVED THIS 10th DAY OF August, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME		PURCHASE TYPE	PURCHASE PRICE	STATUS
4911 Lake Ave. Fort Wayne, IN 46815	TFHC LLC	Permanent Easement	$600.59	Acquired
1604 Reed Rd. Fort Wayne, IN 46815	Black Bear Holdings LLC	Permanent Easement	$505.30	Acquired
4821 Old Maysville Rd. Fort Wayne, IN 46815	Larry Brown	Permanent Easement	$8,667.93	Acquired
1414 Reed Rd. Fort Wayne, IN 46815	Michelle and Matthew Anderson	Permanent Easement	$10,600.00	Acquired

TOTAL: **$20,374**

EMERGENCY RESOLUTION NUMBER 108-8-10-21-1
831 WOODVIEW BLVD. COMBINATION SEWER EMERGENCY REPAIR

WHEREAS, an existing 12" VCP combined sewer has broken in the back yard of 831 Woodview Blvd. and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action, and;

WHEREAS, repair of the 12" VCP combined sewers are beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot was invited to complete the repair using previously approved time and material rates from the On-Call Emergency Excavation Services contract, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 10th day of August ,2021.

BOARD OF PUBLIC WORKS

By _____
Shan Gunawardena, Chair

By ABSENT
Kumar Menon, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

RIVER INTRUSION FLAP GATES
RESOLUTION NO. 76173

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project will include replacing and installing a 42", 66" and 72" x 72" flap gate at three combined sewer outfall locations to reduce river intrusion.

Said improvements with all their appurtenances shall be constructed in accordance with the specifications titled, **River Intrusion Flap gates**.

Declares the cost of the said improvements shall be paid by the funds from public funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $200,453.

APPROVED THIS 17th DAY OF August, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION No. 0542D

Alley R00492 E-W: Lasselle St., Buchanan St., S. Hanna St., Warsaw St.

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An east-west alley in the LaRez Neighborhood Association bounded by Lasselle St. to the north, Buchanan St. to the south, Warsaw St. to the west and S. Hanna St. to the east. The existing concrete alley and approaches will be removed and replaced with a fourteen foot (14') wide concrete alley, new western approach & sidewalk at Warsaw St. and partial approach and sidewalk replacement at Hanna St. Minor stormwater adjustments along with curb and restoration are included with this project as well.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 24 day of August, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

FLP SETTLING TANK WALKWAYS
RESOLUTION NO. 66912

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of four new walkway structures on the settling tanks of the Three Rivers Filtration Plant 3.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, FLP SETTLING TANK WALKWAYS.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $137,500.00.

APPROVED THIS 24 DAY OF August, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 108-8-24-21-1

ANIMAL CARE & CONTROL ROOF REPLACEMENT

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal and replacement of roof membrane, deck, and associated systems and accessories at Animal Care & Control – 3220 Hillegas Road facility.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 24th day of August, 2021.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

WATER POLLUTION CONTROL PLANT
LABORATORY IMPROVEMENTS
RESOLUTION NO. 76585

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the construction of a new, approximately 3000 sqft, laboratory space inside existing building. New laboratory will be suspended in open space with new electrical, mechanical, plumbing, and network systems. Space include samples receiving area, storage space, seven test bays, new fume hoods, conference room, and furnishings for space.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Water Pollution Control Plant Laboratory Improvements Project.

Declares the cost of the said improvements shall be paid by the funds from public funds of Fort Wayne Sewer Utility State Revolving Funds.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $2,463,000.00

APPROVED THIS 31 DAY OF August, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

River Bend Bluffs Lift Station Improvements
RESOLUTION NO. 76933

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the improvements to the River Bend Bluffs Lift Station including removal of the existing pumps and controls with associated equipment and installing new pumps, piping, valves, hatches, controls, and telemetry.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, River Bend Bluffs Lift Station Improvements.

Declares the cost of the said improvements shall be paid by funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $333,500.00

APPROVED THIS 31 DAY OF August, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

RESOLUTION NO. 108-8-31-21-1

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT ACCEPTING JURISDICTION OVER REGULATED DRAINS LOCATED WITHIN THE CITY OF FORT WAYNE

WHEREAS, the Indiana Drainage Law, Ind. Code § 36-9-27 *et seq.*, provides that each regulated drain located within a county is under the jurisdiction of the county drainage board; and

WHEREAS, all of the drains listed on Exhibit "A" attached hereto, and the branches and tributaries associated therewith (collectively, the "Subject Drains"), are regulated drains within Allen County, Indiana and, therefore, are subject to the jurisdiction of the Allen County Drainage Board (the "Drainage Board"); and

WHEREAS, the Subject Drains, or the portions thereof identified on Exhibit "A" are completely contained within the municipal boundaries of the City of Fort Wayne, Indiana (the "City"), as depicted on the attached Exhibit "B"; and

WHEREAS, pursuant to Ind. Code § 36-9-27-20, the Drainage Board has authority to relinquish jurisdiction over drains, or portions thereof, located within the boundaries of a municipality if that municipality accepts jurisdiction over the relinquished drains; and

WHEREAS, on August 26, 2021, the Drainage Board approved a resolution relinquishing jurisdiction over the Subject Drains to the City; and

WHEREAS, the Allen County Surveyor, as *ex-officio* member of the Drainage Board, has recommended relinquishment of the Subject Drains; and

WHEREAS, the City believes that accepting jurisdiction over the Subject Drains and their respective watersheds will serve the best interests of the drainage system

operated by the County and the stormwater system operated by the City and is in the best interests of taxpayers, ratepayers, and citizens of the County and the City; and

WHEREAS, the City, acting through its Board of Stormwater Management, desires to accept jurisdiction over the Subject Drains and their associated branches and tributaries, comprising their complete respective watersheds.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The City hereby accepts jurisdiction over the Subject Drains and the branches and tributaries that comprise the complete watershed for each of the Subject Drains, including all rights and duties to maintain, construct, reconstruct, and relocate said drains as provided in the Indiana Drainage Law.

2. The duties accepted by the City shall continue in perpetuity unless modified by the mutual written agreement of the Drainage Board and the City.

APPROVED this 31st day of August, 2021.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: _____
Chris Guerrero, Member

ATTEST:

_____ 8.31.21
Michelle Fulk-Vondran, Clerk

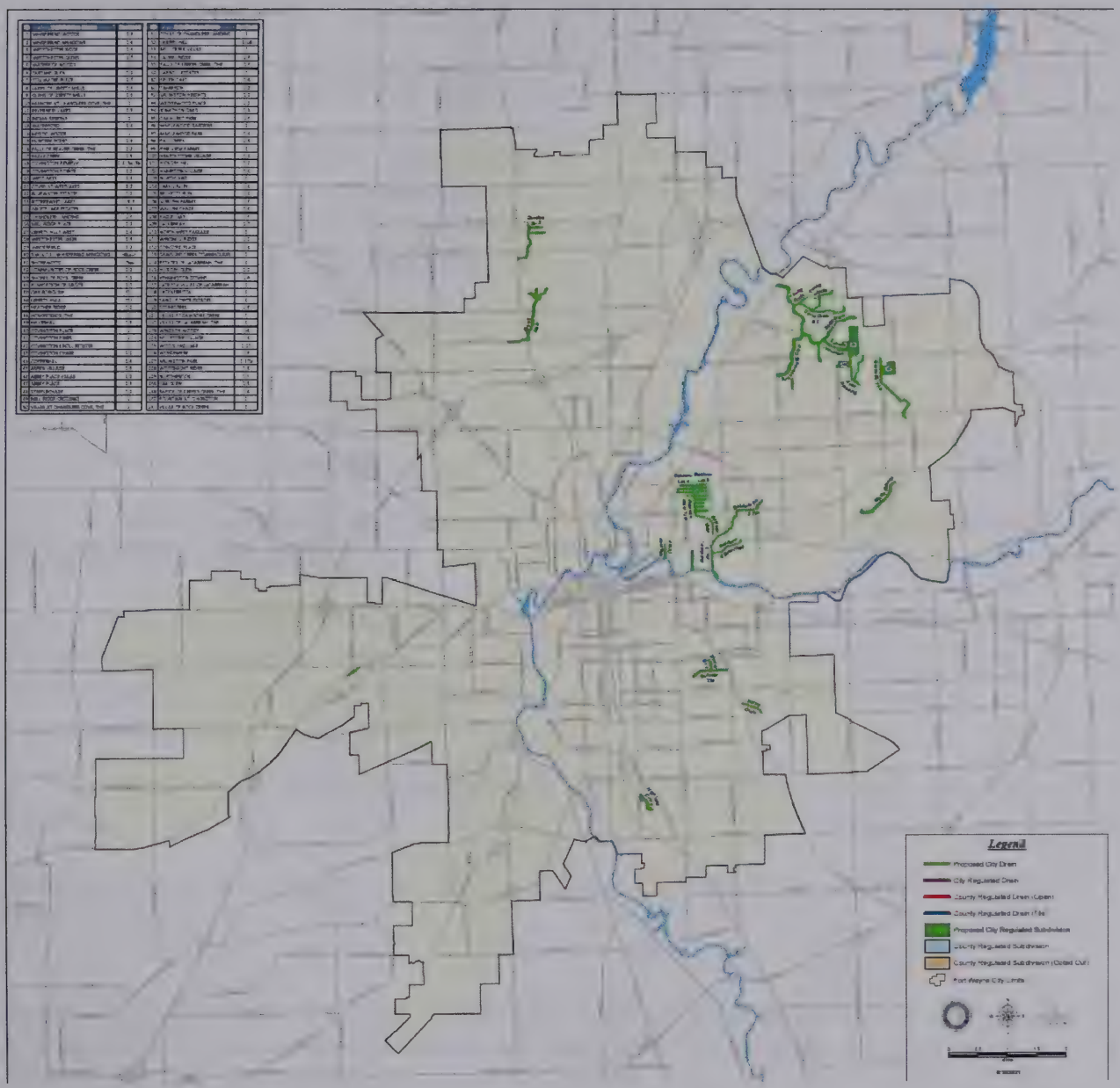
This Instrument prepared by Brandon J. Almas, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802, Attorney No. 29810-41

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

EXHIBIT A

Drain_Name	Drain_Number	Outfall To	Fund_Balance
Baldwin & Branches	13-06-300	Maumee River	No Established Maintenance Fund; $1,250.00 Fund Balance as of 8/2/2021
Baldwin Br	08-31-800	Maumee River	No Established Maintenance Fund; $1,250.00 Fund Balance as of 8/2/2021
Baldwin Br Tile	08-31-801	Maumee River	No Established Maintenance Fund; $1,250.00 Fund Balance as of 8/2/2021
Baldwin No. 2	08-32-800	Maumee River	No Established Maintenance Fund; $1,250.00 Fund Balance as of 8/2/2021
Schuler	13-18-300	City Sewer System	No Established Maintenance Fund
Schuler Br 1	13-18-310	City Sewer System	No Established Maintenance Fund
Schuler Br 2	13-18-320	City Sewer System	No Established Maintenance Fund
Wigman	13-06-310	Maumee River	No Established Maintenance Fund
Davis #2	08-16-800	Salgy	Salgy has Fund Balance of ($2,732.46) as of 7/14/2021
Kruckenberg	08-16-311	Salgy	Salgy has Fund Balance of ($2,732.46) as of 7/14/2021
Salgy	08-09-310	Salgy	Salgy has Fund Balance of ($2,732.46) as of 7/14/2021
School	08-16-810	Salgy	Salgy has Fund Balance of ($2,732.46) as of 7/14/2021
Schwalm #1	08-16-820	Salgy	Salgy has Fund Balance of ($2,732.46) as of 7/14/2021
Schwalm #2	08-21-310	Salgy	Salgy has Fund Balance of ($2,732.46) as of 7/14/2021
Young	08-16-830	Salgy	Salgy has Fund Balance of ($2,732.46) as of 7/14/2021
Braun Br A	07-10-780	Spy Run Creek	No Established Maintenance Fund
Braun Branches	07-10-770	Spy Run Creek	No Established Maintenance Fund
Braun Main	07-15-700	Spy Run Creek	No Established Maintenance Fund
Dunfee	07-03-100	Hugenard	Hugenard has Fund Balance of $8,524.71 and Dunfee has assumed Fund Balance of $338.64 as of 8/2/2021
Dunfee Br	07-03-740	Hugenard	Hugenard has Fund Balance of $8,524.71 and Dunfee has assumed Fund Balance of $338.64 as of 8/2/2021
Dunfee Br	07-10-760	Hugenard	Hugenard has Fund Balance of $8,524.71 and Dunfee has assumed Fund Balance of $338.64 as of 8/2/2021
Dunfee BR 2	07-03-730	Hugenard	Hugenard has Fund Balance of $8,524.71 and Dunfee has assumed Fund Balance of $338.64 as of 8/2/2021
Highland Drive Br	12-25-220	ND#4	No Established Maintenance Fund
Highland Drive Tile	12-25-210	ND#4	No Established Maintenance Fund
Heine #1	13-17-300	Schaper	Trier has Fund Balance of ($7,961.96) and Heine has assumed Fund Balance of ($43.21) as of 8/2/2021
Lawrence Drain (from confluence to S. ROW of Covingotn Rd.)	12-18-220	Flaugh	Lawrence Drain has Fund Balance of $1,150.00 as of 8/2/2021
Auer-Blessing	08-22-800	Bullerman	Bullerman has Fund Balance of $77,348.61 and Auer Blessing has assumed Fund Balance of $998.27 as of 8/2/2021
Auer-Blessing Br	08-22-801	Bullerman	Bullerman has Fund Balance of $77,348.61 and Auer Blessing has assumed Fund Balance of $998.27 as of 8/2/2022
Jonathan Oaks Subdivision	08-15-701	Bullerman	Bullerman has Fund Balance of $77,348.61 and Jonathan Oaks has Fund Balance of $5,410.05 as of 8/2/2021
Pine View Farms Subdivision	08-22-213	Bullerman	Bullerman has Fund Balance of $77,348.61 and Pine View Farms has Fund Balance of $1,924.83 as of 8/2/2021
Walke	08-34-810	Bullerman	Bullerman has Fund Balance of $77,348.61 and Walke has assumed Fund Balance of $1,111.19 as of 8/2/2021
Gerkes Br	08-26-800	Bullerman	Bullerman has Fund Balance of $77,348.61 and Gerkes has assumed Fund Balance of $1,048.31 as of 8/2/2021
Arlington Heights Subdivision	08-22-072	Bullerman	Bullerman has Fund Balance of $77,348.61 and Arlington Heights has Fund Balance of $1,856.92 as of 8/2/2021

EXHIBIT B


Legend
Proposed City Drain
City Regulated Drain
County Regulated Drain (Open)
County Regulated Drain (Tile)
Proposed City Regulated Subdivision
County Regulated Subdivision
County Regulated Subdivision (Closed Out)
Fort Wayne City Limits

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
RESOLUTION #108-8-31-21-2
ESTABLISHING ELETRONIC MEETINGS POLICY

WHEREAS, P.L. 88-2021 (HEA 1437), SEC. 5, amended IC 5-14-1.5-1 et seq. (Act), effective April 20, 2021 by amending IC 5-14-1.5-3.5 to prescribe new requirements by which members of the governing body of a public agency of a political subdivision may participate in a meeting by any electronic means of communication;

WHEREAS, a member of the governing body may participate by any means of communication that:

- Allows all participating members of the governing body to simultaneously communicate with each other; and

- Except for a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting;

WHEREAS, the Act requires the governing body to adopt a written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication and may adopt procedures that are more restrictive than the procedures established by I 5-14-1.5-3.5(d); and

WHEREAS, the Board of Public Works is established by Chapter 30 of the Fort Wayne City Code;

NOW, THEREFORE, BE IT RESOLVED BY BOARD OF PUBLIC WORKS OF FORT WAYNE, INDIANA

Section 1. The provisions of the Act, including definitions, apply to this resolution. This resolution shall be known as the "Electronic Meetings Policy" of the Board of Public Works.

Section 2. (a) Subject to Sections 3 and 5, any member may participate in a meeting by any electronic means of communication that:

(i) allows all participating members of the governing body to simultaneously communicate with each other; and
(ii) other than a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting.

(b) A member who participates by an electronic means of communication: (i) shall be considered present for purposes of establishing a quorum; and may participate in final action only if the member can be seen through video and heard through audio.

(c) All votes taken during a meeting at which at least one (1) member participates by an electronic means of communication must be taken by roll call vote.

Section 3. (a) At least fifty percent (50%) of the members must be physically present at a meeting at which a member will participate by means of electronic communication. Not more than fifty percent (50%) of the members may participate by an electronic means of communication at that same meeting.

(b) A member may not attend more than a fifty percent (50%) of the meetings in a calendar year by an electronic means of communication, unless the member's electronic participation is due to:

(1) military service;

(2) illness or other medical condition;

(3) death of a relative; or

(4) an emergency involving actual or threatened injury to persons or property.

(c) A member may attend two (2) consecutive meetings (a set of meetings) by electronic communication. A member must attend in person at least one (1) meeting between sets of meetings that the member attends by electronic communication, unless the member's absence is due to:

(1) military service;

(2) illness or other medical condition;

(3) death of a relative; or

(4) an emergency involving actual or threatened injury to persons or property.

Section 4. The minutes or memoranda of a meeting at which any member participates by electronic means of communication must:

(1) identify each member who:

(A) was physically present at the meeting;

(B) participated in the meeting by electronic means of communication; and

(C) was absent; and

(2) identify the electronic means of communication by which:

(A) members participated in the meeting; and

(B) members of the public attended and observed the meeting, if the meeting was not an executive session.

Section 5. No member of the Board of Public Works may participate by means of electronic communication in a meeting at which the Board of Public Works may take final action to:

(1) adopt a budget;

(2) make a reduction in personnel;

(3) initiate a referendum;

(4) impose or increase a fee;

(5) impose or increase a penalty;

(6) exercise the City's power of eminent domain; or

(7) establish, impose, raise or renew a tax.

Section 6.

(a) If an emergency is declared by:

(1) the governor under IC 10-14-3-12; or

(2) the mayor under IC 10-14-3-29; members are not required to be physically present for a meeting until the emergency is terminated.

(b) Members may participate in a meeting by any means of communication provided that:

(1) At least a quorum of the members participate in the meeting by means of electronic communication or in person.

(2) The public may simultaneously attend and observe the meeting unless the meeting is an executive session.

(3) The minutes or memoranda of the meeting must comply with Section 4 of this resolution.

(c) All votes taken during a meeting at which at least one member participates by an electronic means of communication must be taken by roll call vote.

Section 7. This resolution shall be effective from and after adoption by this Board of Public Works and compliance with IC 36-4-6-14.

Adopted this 31 day of August, 2021.

BOARD OF PUBLIC WORKS

By: _____

Shan Gunawardena, Chair

By: _____

Kumar Menon, Member

By: _____

Chris Guerrero, Member

Date: 8-31-2021

ATTEST: _____

Michelle Fulk-Vondran, Clerk

Sept
2021

CITY OF FORT WAYNE, INDIANA
BOARD OF STORMWATER MANAGEMENT
RESOLUTION ESTABLISHING ELETRONIC MEETINGS POLICY
RESOLUTION #108-9-14-21-1

WHEREAS, P.L. 88-2021 (HEA 1437), SEC. 5, amended IC 5-14-1.5-1 et seq. (Act), effective April 20, 2021 by amending IC 5-14-1.5-3.5 to prescribe new requirements by which members of the governing body of a public agency of a political subdivision may participate in a meeting by any electronic means of communication;

WHEREAS, a member of the governing body may participate by any means of communication that:

- Allows all participating members of the governing body to simultaneously communicate with each other; and

- Except for a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting;

WHEREAS, the Act requires the governing body to adopt a written policy establishing the procedures that apply to a member's participation in a meeting by an electronic means of communication and may adopt procedures that are more restrictive than the procedures established by I 5-14-1.5-3.5(d); and

WHEREAS, the Board of Stormwater Management is established by Chapter 53 of the Fort Wayne City Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF STORMWATER MANAGEMENT THAT:

Section 1. The provisions of the Act, including definitions, apply to this resolution. This resolution shall be known as the "Electronic Meetings Policy" of the Board of Stormwater Management.

Section 2. (a) Subject to Sections 3 and 5, any member may participate in a meeting by any electronic means of communication that:

(i) allows all participating members of the governing body to simultaneously communicate with each other; and
(ii) other than a meeting that is an executive session, allows the public to simultaneously attend and observe the meeting.

(b) A member who participates by an electronic means of communication: (i) shall be considered present for purposes of establishing a quorum; and may participate in final action only if the member can be seen through video and heard through audio.

(c) All votes taken during a meeting at which at least one (1) member participates by an electronic means of communication must be taken by roll call vote.

Section 3. (a) At least fifty percent (50%) of the members must be physically present at a meeting at which a member will participate by means of electronic communication. Not more than fifty percent (50%) of the members may participate by an electronic means of communication at that same meeting.

(b) A member may not attend more than a fifty percent (50%) of the meetings in a calendar year by an electronic means of communication, unless the member's electronic participation is due to:

(1) military service;

(2) illness or other medical condition;

(3) death of a relative; or

(4) an emergency involving actual or threatened injury to persons or property.

(c) A member may attend two (2) consecutive meetings (a set of meetings) by electronic communication. A member must attend in person at least one (1) meeting between sets of meetings that the member attends by electronic communication, unless the member's absence is due to:

(1) military service;

(2) illness or other medical condition;

(3) death of a relative; or

(4) an emergency involving actual or threatened injury to persons or property.

Section 4. The minutes or memoranda of a meeting at which any member participates by electronic means of communication must:

(1) identify each member who:

(A) was physically present at the meeting;

(B) participated in the meeting by electronic means of communication; and

(C) was absent; and

(2) identify the electronic means of communication by which:

(A) members participated in the meeting; and

(B) members of the public attended and observed the meeting, if the meeting was not an executive session.

Section 5. No member of the Board of Stormwater Management may participate by means of electronic communication in a meeting at which the Board of Stormwater Management may take final action to:

(1) adopt a budget;

(2) make a reduction in personnel;

(3) initiate a referendum;

(4) impose or increase a fee;

(5) impose or increase a penalty;

(6) exercise the City's power of eminent domain; or

(7) establish, impose, raise or renew a tax.

Section 6.

(a) If an emergency is declared by:

(1) the governor under IC 10-14-3-12; or

(2) the mayor under IC 10-14-3-29; members are not required to be physically present for a meeting until the emergency is terminated.

(b) Members may participate in a meeting by any means of communication provided that:

(1) At least a quorum of the members participate in the meeting by means of electronic communication or in person.

(2) The public may simultaneously attend and observe the meeting unless the meeting is an executive session.

(3) The minutes or memoranda of the meeting must comply with Section 4 of this resolution.

(c) All votes taken during a meeting at which at least one member participates by an electronic means of communication must be taken by roll call vote.

Section 7. This resolution shall be effective from and after adoption by this Board of Stormwater Management.

Adopted this 14th day of September, 2021.

CITY OF FORT WAYNE, INDIANA
BOARD OF STORMWATER MANAGEMENT

By: ABSENT
Matthew Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: _____
Chris Guerrero, Member

ATTEST: _____ 9.14.21
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0501R

Greenway - Fishing Line Trail - Ludwig Rd to Cook Rd

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The former Grand Rapids – Indiana Railroad corridor (nicknamed "The Fishing Line") by constructing a 10 foot wide asphalt trail from the north side of Ludwig Road to the south side of Cook Road. The project includes a modular block wall, ADA curb ramps, signage, a restnode, park benches, handrailing, overhead crosswalk lighting on Ludwig Road, a trash receptacle, pavement markings and erosion control measures.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21 day of September, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Purchasing 9-21-21

RESOLUTION NO. 108-9-21-21-1

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE PARTICIPATION OF SAID CITY IN THE MOTOR FUEL BUDGETING PROGRAM OF THE INDIANA BOND BANK, THE EXECUTION OF THE QUALIFIED ENTITY REIMBURSEMENT AGREEMENT IN CONNECTION THEREWITH AND OTHER RELATED MATTERS

WHEREAS, the Board of Public Works (the "Board") of the City of Fort Wayne, Indiana (the "City"), is the governing body; and

WHEREAS, the City owns and operates a fleet of motor vehicles which motor vehicles are essential to the ability of the City to serve and provide municipal services to the inhabitants of the City, thereby ensuring the safety and well-being of said inhabitants; and

WHEREAS, the Board finds that the availability of motor vehicle fuel, which includes both gasoline and diesel motor fuel (collectively, "Motor Fuel"), is therefore critical to the City in providing such services; and

WHEREAS, the market-driven volatility of Motor Fuel presents a substantial risk to the Motor Fuel budget of the City, which may require the appropriation of additional funds for the purchase of Motor Fuel should prices increase beyond the amount of funds which have been appropriated for such purpose; and

WHEREAS, current market conditions limit the ability of the City to secure Motor Fuel with qualified suppliers of Motor Fuel in a manner which minimizes the adverse impacts of the volatile Motor Fuel market on the budget for the City; and

WHEREAS, the Board has been advised by representatives of the Indiana Bond Bank (the "Bond Bank"), including Crowe LLP and Maverick Energy Consulting, that the Bond Bank has established and continued a motor fuel budgeting program (the "Program") pursuant to which "qualified entities", as defined in Indiana Code 5-1.5-1-8, may participate for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability; and

WHEREAS, the Board finds that the City is eligible to participate in the Program; and

WHEREAS, the Board, having considered the information presented to it, finds that (i) participation in the Program will allow the City to manage and mitigate the volatility of Motor Fuel prices in order to achieve stability in the City's Motor Fuel budget, (ii) participation in the Program will enhance the City's ability to continue to operate its motor vehicle fleet in an economical manner to assure the continued provision of municipal services to the inhabitants of the City, and (iii) the City is authorized to participate in the Program pursuant to Indiana Code 5-1.5, 36-1-4 and 36-9-6; and

WHEREAS, the Bond Bank has caused to be prepared a Qualified Entity Reimbursement Agreement in connection with the Program, attached hereto as Exhibit A and incorporated herein by reference (the "Agreement"), for execution by and between the City and the Bond Bank; and

WHEREAS, the Bond Bank intends to enter into agreements substantially the same as the Agreement with other qualified entities in connection with the Program; and

WHEREAS, the Agreement has been reviewed by the Board, which has had an opportunity to obtain independent advice and counsel with respect thereto, and has also had the opportunity to review the Agreement with the Bond Bank and seek explanation of the provisions thereof from the Bond Bank; and

WHEREAS, the Agreement sets forth the obligations of the City with respect to its participation in the Program during the term of the Agreement; and

WHEREAS, based upon the foregoing, the Board finds and determines that the City should participate in the Program, that the Agreement should be approved and that any other actions necessary to be taken to assure the City's participation in the Program should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

Section 1. The findings and determinations set forth in the preambles to this Resolution are hereby made findings and determinations of the Board of Public Works of the City.

Section 2. The City is hereby authorized to enter into the Program with the Bond Bank for the purpose of managing and mitigating the volatility of Motor Fuel prices in order to achieve budget stability.

Section 3. The Agreement, substantially in the form attached hereto as Exhibit A, is hereby approved by the Board so that the City may participate in the Program. The Mayor of the City is hereby authorized and directed to execute and deliver, and the Controller of the City is hereby authorized and directed to attest, the Agreement, and to fill in all blanks and finalize the Agreement upon consummation of the Bond Bank transaction, and further to approve any such changes in form or substance thereto which are consistent with the terms of this Resolution, such changes to be conclusively evidenced by its execution. The Mayor, Clerk and Controller of the City, and any officer of the Board, are hereby further authorized and directed to take such other actions or deliver such other certificates as are necessary or desirable in connection with the City's participation in the Program and the other documents needed for the City's participation in the Program as they deem necessary or desirable in connection therewith.

Section 4. The obligations of the City under the Agreement shall be payable from and shall not exceed the amount appropriated by the City for Motor Fuel for any budget year during which the Agreement is in effect. The Controller is hereby authorized and directed to

make any payments necessary to the Bond Bank pursuant to the terms of the Agreement from funds budgeted by the City for Motor Fuel.

Section 5. All resolutions and parts of resolutions in conflict herewith are hereby repealed.

Section 6. This Resolution shall be in full force and effect upon its adoption.

Adopted this 21 day of September, 2021.

BOARD OF PUBLIC WORKS,

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST:

_____
Michelle Fulk-Vondran, Clerk

EXHIBIT A

Form of Qualified Entity Reimbursement Agreement

QUALIFIED ENTITY REIMBURSEMENT AGREEMENT

This QUALIFIED ENTITY REIMBURSEMENT AGREEMENT, dated as of the 1st day of _____, 2021 (this "Agreement"), between the INDIANA BOND BANK, a body corporate and politic ("Bond Bank"), created and existing pursuant to the provisions of Indiana Code 5-1.5, as amended (the "Act"), having its principal place of business in the City of Indianapolis, Indiana, and CITY OF FORT WAYNE, INDIANA, a political subdivision of the State of Indiana ("Qualified Entity");

WITNESSETH:

WHEREAS, pursuant to the Act, the Board of Directors of the Bond Bank has adopted a resolution (the "Bond Bank Resolution") establishing a motor fuel budget program (the "Fuel Budgeting Program, Series 2021-22") and authorizing the Bond Bank (i) to enter into certain transactions with the Qualified Entity for the purpose of hedging the price associated with the purchase of gasoline and/or diesel motor fuel (such gasoline and diesel motor fuel hereinafter referred to as "Motor Fuel") for use by the Qualified Entity, and (ii) to enter into one or more commodity index swap agreements with one or more commodity index swap dealers that will allow the Qualified Entity to manage and mitigate the volatility of Motor Fuel prices in order to achieve budget stability for such Qualified Entity; and

WHEREAS, pursuant to its Resolution adopted on _____, 2021 (the "Qualified Entity Resolution") by the Board of Public Works for the City of Fort Wayne, Indiana, acting as the governing body for the Qualified Entity, the Qualified Entity is authorized to enter into this Agreement for the purpose of allowing the Bond Bank to (i) solicit and select creditworthy swap counterparties, (ii) negotiate and manage one or more commodity index swap agreements, and (iii) to fund all or a portion of the costs and expenses associated with any such swap agreements and the Fuel Budgeting Program, Series 2021-22, in accordance with this Agreement; and

WHEREAS, pursuant to the Qualified Entity Resolution, the Qualified Entity is authorized to pay to the Bond Bank all or a portion of the funds budgeted for Motor Fuel by the Qualified Entity for the purpose of (i) reimbursing the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account (as defined in the Bond Bank Resolution) necessary to make payments due by the Bond Bank, if any, with respect to a commodity index swap agreement, and (ii) to pay any and all expenses associated with or incurred by the Bond Bank in connection with the Fuel Budgeting Program, Series 2021-22, allocable to the Qualified Entity; and

WHEREAS, pursuant to the Bond Bank Resolution and in reliance, in part, on the adoption of the Qualified Entity Resolution and the execution and delivery of this Agreement by the Qualified Entity, the Bond Bank has entered into one or more commodity index swap agreements in the form of a Master Agreement, including one or more schedules thereto and/or credit support annexes thereto (collectively, the "ISDA Agreement"), and the confirmation or confirmations entered into thereunder (collectively, the "Confirmation" and, together with the "ISDA Agreement," the "Swap Agreement"), with the commodity index swap dealer or dealers named therein (collectively, the "Swap Dealer");

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein THE BOND BANK AND THE QUALIFIED ENTITY AGREE AS FOLLOWS:

1. Representations and Warranties.

(a) The Qualified Entity makes the following representations and warranties to the Bond Bank:

(i) The Qualified Entity has been duly organized and is validly existing under and pursuant to State law.

(ii) The Qualified Entity is entering into this Agreement in connection with the conduct of its governmental purpose and to manage the risk associated with the price of Motor Fuel. The Qualified Entity will not hedge more than 100% of its reasonably projected Motor Fuel consumption for any budget year, which projected Motor Fuel consumption shall be based on the Qualified Entity's consumption of Motor Fuel in prior years.

(iii) Under State law: (A) the Qualified Entity has full legal right, power and authority (I) to enter into, execute, deliver and perform its obligations under this Agreement, (II) to adopt and perform its obligations under the Qualified Entity Resolution and (III) to carry out and consummate the transactions contemplated by this Agreement and the Qualified Entity Resolution; and (B) the Qualified Entity has complied with and will be in compliance in all respects with the terms of State law in connection with the adoption of the Qualified Entity Resolution and the entering into of this Agreement.

(iv) By all necessary official action, the Qualified Entity has duly approved and adopted the Qualified Entity Resolution, authorized the execution and delivery of this Agreement. This Agreement, when executed and delivered by the parties hereto and the consideration therefor is received by the Qualified Entity, will constitute the legal, valid and binding obligation of the Qualified Entity, enforceable in accordance with its terms, except that its enforceability may be limited by laws relating to bankruptcy, reorganization or other similar laws affecting the rights of creditors, by the exercise of judicial discretion in accordance with general principles of equity and by matters of public policy.

(v) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Qualified Entity under: (A) any law, regulation, order or decree to which the Qualified Entity is subject; or (B) any agreement or instrument to which the Qualified Entity is a party or by which the Qualified Entity is bound (other than this).

(vi) The Qualified Entity is a "qualified entity," within the meaning of Indiana Code 5-1.5-1-8, as amended.

(vii) The Qualified Entity is not in breach of or in default under any applicable constitutional provision, law or administrative regulation of the State or the United

States, or any applicable judgment or decree of any court, regulatory body or other public body or any loan agreement, indenture, bond, note, resolution, agreement or other instrument (collectively, "Laws and Agreements") to which the Qualified Entity is a party or to which the Qualified Entity or any of its property or assets is otherwise subject, and no event has occurred and is continuing, which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument. The execution and delivery of this Agreement and the Qualified Entity's compliance with the provisions hereof will not conflict with or constitute a breach of or default under any Laws and Agreements.

(viii) The Qualified Entity will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Agreement.

(ix) The Qualified Entity hereby covenants that it has taken all proceedings required by law to enable it to appropriate and transfer funds to the Bond Bank as provided in Section 2 hereof.

(x) Except as disclosed in writing to the Bond Bank, there is no action, suit, proceeding, inquiry or investigation of any nature at law or in equity, before or by any court, governmental agency, public board or body pending or, to the knowledge of the Qualified Entity, threatened, seeking to restrain or enjoin the performance of any of the covenants contained in this Agreement or in any way questioning or affecting (A) the transactions contemplated by this Agreement, (B) the right or authority of the Qualified Entity to carry out the terms and provisions of this Agreement, or (C) the power of the Qualified Entity to perform its obligations under this Agreement. Neither the existence of the Qualified Entity nor the right of the officials of the Qualified Entity to their offices nor the titles of the officers of the Qualified Entity to their respective offices are being contested, and no authority or proceeding in connection with or relating to the execution and delivery of this Agreement has been repealed, revoked or rescinded.

(xi) The Qualified Entity hereby covenants that it has duly, regularly and properly adopted or will adopt a budget for 2021 and 2022 setting forth estimated revenues to be received and estimated expenditures for the fiscal year, including funds appropriated for the purchase of Motor Fuel to be used by the Qualified Entity; has complied with or will comply with all statutory and regulatory requirements with respect to the adoption of such budget; and will levy *ad valorem* property taxes in accordance with all statutory and regulatory requirements.

(xii) The Qualified Entity acknowledges and understands the risks associated with commodity swaps, including the risks attached hereto as Exhibit A.

(b) The Bond Bank makes the following representations and warranties:

(i) The Bond Bank is a separate body corporate and politic, constituting an instrumentality of the State, and duly organized and validly existing as such under the Act.

(ii) The Bond Bank has all necessary power and authority under the Act to enter into this Agreement and to consummate the transactions contemplated hereby and by proper corporate action has duly authorized the execution and delivery of this Agreement.

(iii) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not conflict with or result in a breach of, and do not and will not constitute a default under, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Bond Bank under: (A) any law, regulation, order or decree to which the Bond Bank is subject; or (B) any agreement or instrument to which the Bond Bank is a party or by which the Bond Bank is bound.

2. Execution of Swap Agreement; Advancements; Reimbursement by Qualified Entity.

(a) The Bond Bank hereby agrees to enter into the Swap Agreement with the Swap Dealer for the purpose of hedging the price associated with the purchase of Motor Fuel for use by the Qualified Entity, and to advance payments owed by the Bond Bank to the Swap Dealer, if any, with respect to the Swap Agreement from the Reserve Account.

(b) Subject to Section 9, the Qualified Entity hereby agrees to appropriate and pay funds to the Bond Bank: (i) to reimburse the Bond Bank for amounts advanced by the Bond Bank from the Reserve Account necessary to make payments due by the Bond Bank to the Swap Dealer, including any premiums owed, with respect to the Swap Agreement, which are allocable to the Qualified Entity; (ii) to pay any and all expenses associated with or incurred by Bond Bank in connection with the Fuel Budgeting Program, Series 2021-22, allocable to the Qualified Entity, including, but not limited to, the Swap Agreement, other agreements contemplated under this Agreement, and future agreements, amendments to this Agreement or the agreements contemplated herein, or transactions made pursuant to and consistent with this Agreement; and (iii) paying any other transaction or related costs contemplated hereunder, which are allocable to the Qualified Entity.

(c) Within five (5) business days following a Scheduled Payment Date (as defined in the Swap Agreement), the Bond Bank or its agent shall: (i) confirm and calculate any amounts owed under the Swap Agreement pursuant to this Agreement (A) by the Qualified Entity to the Bond Bank or (B) to the Qualified Entity by the Bond Bank; and (ii) prepare and send any bills or payments to the Qualified Entity for such purpose. In the event the Bond Bank receives payments from the Swap Dealer on a Scheduled Payment Date, the Bond Bank shall be entitled to retain any interest earned on such payments to cover administrative expenses of the

Fuel Budgeting Program, Series 2021-22, prior to disbursing such funds to the Qualified Entity as provided herein.

(d) Any payments to be sent to the Qualified Entity shall be wired in immediately available funds to the account of the City identified below:

_____
ABA # _____
Attention: _____
Account #_____ – City of Fort Wayne, Indiana

(e) Upon receipt of a bill stating the amounts owed by the Qualified Entity under this Agreement, the Qualified Entity hereby agrees to pay to the Bond Bank or its agent any amounts due as stated in the bill within fifteen (15) business days following the receipt of such bill. In the event the Bond Bank does not receive payment from the Qualified Entity within fifteen (15) business days following the Qualified Entity's receipt of a bill stating the amounts due, the amount due shall accrue interest from the due date at a rate of eight percent (8.00%) per annum until payment is received by the Bond Bank. In the event that payment is received, such payment shall be used in the following order of priority: (i) to pay any accrued interest; and then (ii) to pay the principal of any amounts owed.

(f) The Qualified Entity agrees that the portion of the Swap Agreement allocated to the Qualified Entity, for which the Qualified Entity will be responsible pursuant to this Agreement, is set forth in Exhibit B attached hereto, commencing on the effective date of the Swap Agreement, as set forth in the Confirmation, and ending on December 31, 2022. The Qualified Entity approves the ISDA Agreement, attached as Exhibit C hereto. The Qualified Entity authorizes the Bond Bank to enter into the Confirmation on or after the date of the execution of this Agreement, so long as: (i) the Confirmation includes the purchase of a cap (call) option and (ii) the cap price is no higher than $_____, with respect to gasoline, and $_____ with respect to diesel. Upon the execution and delivery of the Confirmation by the Bond Bank and the Swap Dealer, the Confirmation shall be attached to the ISDA Agreement, as part of the Swap Agreement, which is attached as Exhibit C hereto. The Bond Bank and the Qualified Entity agree that any amounts due by the Qualified Entity under the Swap Agreement pursuant to this Agreement will not exceed the current amount appropriated for Motor Fuel for use by the Qualified Entity.

(g) The terms and conditions for disbursement from the Reserve Account to the Swap Dealer shall be set forth in the Swap Agreement, attached as Exhibit C hereto, and otherwise as may be entered into by the Bond Bank from time to time pursuant hereto.

(h) For the purposes provided in this Section, the Bond Bank's agent shall be The Bank of New York Mellon Trust Company, N.A., until the Bond Bank provides the Qualified Entity notice otherwise.

3. Withholding of Funds Owed to the Qualified Entity. In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to exercise the following rights:

(a) If the Qualified Entity would otherwise be entitled to an allocable portion of amounts owed by the Swap Dealer under the Swap Agreement pursuant to this Agreement, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

(b) Pursuant to Indiana Code 5-1.5-8-5, to the extent that any department or agency of the State, including the treasurer of state, is the custodian of money payable to the Qualified Entity (other than for goods or services provided by the Qualified Entity), the Bond Bank may provide written notice to the department or agency head that the Qualified Entity is in default on the payment of any amounts owed arising from this Agreement, and the department or agency shall withhold the payment of that money from that Qualified Entity and pay over the money to the Bond Bank for the purpose of paying any amounts owed to the Swap Dealer pursuant to the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity. Any amounts obtained under this Section shall be used in the following order of priority: (i) to pay any accrued interest on amounts owed; then (ii) to pay the principal of any amounts owed.

4. Term of Agreement; Renewal. The term of this Agreement shall commence on _____, 2021, and, subject to Section 5 hereof, shall remain in full force and effect up to and including December 31, 2022. This Agreement may be extended beyond December 31, 2022, only if and when duly authorized and approved by the Qualified Entity and the Bond Bank, in writing, with the amended terms set forth therein.

5. Termination.

(a) In the event this Agreement is not extended beyond December 31, 2022, and any amount then remains owed and unpaid by one party to the other under this Agreement, this Agreement shall remain in full force and effect until all such amounts have been paid.

(b) In the event the Qualified Entity fails to remit payment to the Bond Bank within thirty (30) days after payment is due as provided in Section 2(e) hereof, the Bond Bank shall be entitled to terminate this agreement in its sole discretion. If the Bond Bank exercises its right to terminate this Agreement, the Bond Bank shall immediately terminate the notional amount of Motor Fuel allocable to the Qualified Entity in the Swap Agreement.

(i) If any termination payment is owed by the Bond Bank to the Swap Dealer in connection with the termination of the Swap Agreement pursuant to this Section, such amounts shall be immediately due by the Qualified Entity and shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until paid. The Bond Bank

shall send the Qualified Entity written notice of the termination payment stating that such termination payment: (A) is due within ten (10) business days following receipt of such notice; (B) shall accrue interest at the rate of eight percent (8.00%) per annum from the date of such termination until repaid; and (C) is in addition to any other amounts owed to the Bond Bank by the Qualified Entity pursuant to this Agreement.

(ii) If any termination payment is received by the Bond Bank from the Swap Dealer in connection with the termination of the Swap Agreement pursuant to this Section, the Bond Bank shall be entitled to retain and apply such amounts against amounts owed by the Qualified Entity. Any amounts retained under this Section shall be used in the following order of priority: (A) to pay any accrued interest on amounts owed; then (B) to pay the principal of any amounts owed. In the event that there are excess moneys after making the payment of interest and principal amounts due, the Bond Bank shall be entitled to retain all such excess moneys.

6. Verification of Qualified Entity Budget. Simultaneously with the execution of this Agreement, the Qualified Entity shall furnish to the Bond Bank any documentation as requested by the Bond Bank, as to, among other things, the funding and maintenance amounts budgeted for the purchase of Motor Fuel to be used by the Qualified Entity.

7. Pledge and Assignment of Payments. The Qualified Entity and the Bond Bank agree that this Agreement and any payments to be made hereunder may be pledged or assigned by the Bond Bank.

8. Annual Financial Information and Reports. The Qualified Entity agrees to furnish to the Bond Bank, so long as this Agreement or the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity pursuant to this Agreement remains in effect, annual financial reports, audit reports and such other financial information as is reasonably requested by the Bond Bank.

9. Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

10. Indemnification. To the extent permitted by law, the Qualified Entity releases the Bond Bank from, agrees that the Bond Bank shall not be liable for, and to the extent permitted by law agrees to indemnify and hold the Bond Bank harmless from, any liability for, or expense resulting from (including, but not limited to, reasonable attorneys' fees and expenses), or any loss or damage that may be occasioned by, any cause whatsoever pertaining to the execution and delivery of the Swap Agreement entered into by the Bond Bank on behalf of the Qualified Entity, or the actions taken or to be taken by the Bond Bank under this Agreement, except for the willful misconduct of the Bond Bank or the Trustee.

11. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and

the same instrument. The Bond Bank and the Qualified Entity each agree that they will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Agreement.

12. Waiver. No waiver by either the Bond Bank or the Qualified Entity of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

13. Entire Agreement. This Agreement, together with the Qualified Entity Resolution, merges and supersedes all prior negotiations, representations and agreements between the Bond Bank and the Qualified Entity relating to the subject matter hereof and constitutes the entire agreement between the Bond Bank and the Qualified Entity in respect hereof and thereof.

14. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the Bond Bank and the Qualified Entity have caused this Agreement to be executed in their respective names, by their duly authorized officers, under the authority of resolutions adopted by each prior to the date hereof, all as of the day and year first above written.

INDIANA BOND BANK

By: _____
Kelly M. Mitchell, Chairperson Ex Officio

Attest:

_____
Mark J. Wuellner, Executive Director

CITY OF FORT WAYNE, INDIANA

By: _____
Tom Henry, Mayor

Attest:

_____
Garry Morr, Controller

EXHIBIT A

RISK FACTORS

Market Risk: The risk that commodity prices stay low such that the QEs and the Bond Bank would have been better off by not hedging. However, because the program's goal is to minimize large budget variances resulting from the volatility of fuel prices, this should be an acceptable risk as the hedges provide protection against a certain rise in prices.

Basis Risk: The risk that there is a mismatch between the spot prices the QEs pay at the local market and the index prices referenced under the hedge agreements. Such basis risk should be mitigated by ensuring that there is a strong correlation between the hedge index prices and the prices in the local market.

Counterparty Risk: The risk that the hedge provider fails to perform under the hedge agreement, which could leave the QEs exposed to higher prices. Counterparty risk is smaller for shorter-term transactions and greater for longer-term transactions. Counterparty risk can be mitigated by using highly rated hedge providers.

Termination Risk: The risk that there is an early termination of the hedging agreement, which could result in the Bond Bank either receiving or making an early termination payment. Early terminations are usually caused by an event of default or bankruptcy. Termination risk can be mitigated by choosing highly rated hedge providers that have an established record of performance in the relevant hedging market. (Note that the Bond Bank could never owe an early termination payment in a cap transaction, since all obligations are paid for upfront and the cap can never have a negative value.)

Consumption Demand Risk: The risk that the actual consumption of fuel is different than the planned amount specified under the hedge agreement. If actual consumption is less than the hedged quantities, the QEs and the Bond Bank could be in an "over-hedged" position. Likewise, if actual consumption is far greater than the quantities specified in hedge, the Bond Bank would have exposure on those excess amounts. Generally speaking, we believe it is prudent to hedge less than 100% of expected consumption.

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EXHIBIT B

PORTION OF THE SWAP AGREEMENT ALLOCATED TO THE QUALIFIED ENTITY

(City of Fort Wayne, Indiana)

Month/Year	Gasoline (in Gallons)	Diesel (in Gallons)
TOTAL:		

[BLANK TO BE COMPLETED PRIOR TO EXECUTION OF AGREEMENT]

EXHIBIT C

SWAP AGREEMENT

[To be attached following execution of transaction]

CU 9.21.21

A RESOLUTION OF THE FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS ADOPTING THE FOURTH AMENDMENT TO THE TAX SALE AGENCY AGREEMENT TO BID ON TAX-DELINQUENT PROPERTIES FOR CITY UTILITIES

RESOLUTION NUMBER 108-9-21-21-2

WHEREAS, pursuant to IC 6-1.1-24 et seq., Allen County annually conducts a public auction to sell real property interests which have been certified as eligible for sale because of certain property tax or assessment delinquencies (the "Tax Sale").

WHEREAS, on September 20, 2017, by Resolution Number 104-9-20-17-1, the Board of Public Works approved a certain Tax Sale Agency Agreement (the "Agreement") between City Utilities for the City of Fort Wayne ("City Utilities") and a nonprofit entity (the "Nonprofit") (collectively the "Parties"), pursuant to which Agreement the Nonprofit was appointed to act as City Utilities' agent to bid on and/or acquire certain real estate interests at the Tax Sale using City Utilities' funds, and at City Utilities' direction, and without compensation to the Nonprofit, for an initial term of one year (the "Term"), with an option to extend the Term for one additional year upon both parties' written agreement.

WHEREAS, on September 11, 2018, by Resolution Number 105-9-11-18-4, the Parties entered into a First Amendment to Tax Sale Agency Agreement (the "First Amendment"), thus exercising the option to extend the Term for an additional twelve (12) month period.

WHEREAS, on September 10, 2019, by Resolution Number 106-9-10-19-1, the Parties entered into a Second Amendment to Tax Sale Agency Agreement (the "Second Amendment"), providing that the Agreement may be amended for additional terms of twelve months upon their mutual written agreement, and extending the Term by an additional twelve (12) month period.

WHEREAS, on September 1, 2020, by Resolution Number 107-9-1-20-1, the Parties entered into a Third Amendment to Tax Sale Agency Agreement (the "Third Amendment"), providing that the Agreement may be amended for additional terms of twelve months upon their mutual written agreement, and extending the Term by an additional twelve (12) month period .

WHEREAS, the Parties wish to amend the Agreement to provide for an additional twelve (12) month extension of the Term, and to such end have agreed upon the terms of a Fourth Amendment to Tax Sale Agency Agreement (the "Fourth Amendment") so extending the Term.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The Third Amendment, extending the Term of the Agreement for an additional twelve month period, from September 21, 2021 to September 20, 2022, is hereby

APPROVED this 21st day of September, 2021.

[SIGNATURES BEGIN ON NEXT PAGE]

BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: ABSENT
Chris Guerrero, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and ~~Chris Guerrero~~ ABSENT, as Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing resolution as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 21st day of September, 2021.

_____
Notary Public

Resident of Allen County

_____
Printed Name of Notary

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

RECEIVED

SEP 16 2021

City Utilities Engineering

FOURTH AMENDMENT
TO TAX SALE AGENCY AGREEMENT

This Fourth Amendment to Tax Sale Agency Agreement ("Fourth Amendment") is made and entered into on the Dated Date (as hereinafter defined) between **City Utilities for the City of Fort Wayne, Indiana, by and through the City of Fort Wayne Board of Public Works** ("CU") and **Summit Development Corp., an Indiana Nonprofit Corporation** ("SDC") (each a "Party" and collectively the "Parties"):

WHEREAS, at CU's request, and subsequent to the approval thereof by the Board of Public Works, the Parties entered into a Tax Sale Agency Agreement ("Agreement"), dated September 20, 2017, for the purpose of facilitating CU's purchase of real estate at auction in the annual Allen County, Indiana Tax Sale (the "Tax Sale"); and

WHEREAS, paragraph 7 of the Agreement provided for an initial twelve (12) month period ("Term"), with an option to extend the Term for one (1) additional twelve (12) month period upon the written agreement of the Parties; and

WHEREAS, pursuant to a First Amendment to Tax Sale Agency Agreement, dated September 11, 2018 ("First Amendment"), the Term was extended for an additional twelve (12) month period, to September 20, 2019; and

WHEREAS, pursuant to a Second Amendment to Tax Sale Agency Agreement, dated September 20, 2019 ("Second Amendment"), paragraph 7 of the Agreement was amended to provide for a second additional twelve (12) month extension of the Term, to September 20, 2020; and

WHEREAS, pursuant to a Third Amendment to Tax Sale Agency Agreement, dated September 21, 2020 ("Third Amendment"), paragraph 7 of the Agreement was amended to provide for a third additional twelve (12) month extension of the Term, to September 21, 2021; and

WHEREAS, the Parties desire to amend the Agreement to provide for a fourth additional twelve (12) month extension of the Term;

NOW, THEREFORE, the Parties hereby agree that the Agreement shall be amended by deleting paragraph 7 thereof and substituting therefor the following paragraph 7:

> "The Agreement shall be for a twelve (12) month period commencing on the Dated Date (the "Term"). The Term may be extended for a maximum of four (4) consecutive additional twelve (12) month periods commencing September 21, 2018, September 21, 2019, September 21, 2020, and September 21, 2021, respectively, upon the written agreement of the Parties,"

Except as expressly amended, the Agreement shall remain in full force and effect in accordance with its original terms.

[SIGNATURES BEGIN ON NEXT PAGE]

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Fourth Amendment to Tax Sale Agency Agreement has been executed by the Parties on this 21 day of September, 2021 (the "Dated Date").

BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: ABSENT
Chris Guerrero, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

SUMMIT DEVELOPMENT CORP.

By: _____
Nancy Townsend, Vice President

LIME SLUDGE LINE RIVER CROSSING
RESOLUTION NO. 66951

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 960' of 6" and 1080' of 12" HDPE pipe by horizontal directional drilling.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **LIME SLUDGE LINE RIVER CROSSING.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility SRF Bonds.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $370,000.00.

APPROVED THIS 28 DAY OF September, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

LARGE VALVE REPLACEMENTS 2021
RESOLUTION NO. 67172

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the Installation or Replacement of various valves ranging in size from 16-inches up to 24-inches.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Large Valve Replacements 2021.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $215,875.00.

APPROVED THIS 28th DAY OF September, 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Oct

2021

CENTERHURST WATER MAIN REPLACEMENT
RESOLUTION NO. 66953

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 870' of 2" and 9340' of 6" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **CENTERHURST WATER MAIN REPLACEMENT.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,190,000.00.

APPROVED THIS 5 DAY OF October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

FILTER UNDERDRAIN REPLACEMENT – FILTERS 22, 24, 25, 26, 27, 28
RESOLUTION NO. 67107

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of new underdrain systems in Filtration Plant Filters 22, 24, 25, 26, 27, and 28 including the installation of associated low pressure piping, valves and instrumentation.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, FILTER UNDERDRAIN REPLACEMENT – FILTERS 22, 24, 25, 26, 27, 28.

Declares the cost of the said improvements shall be paid for by the funds from Fort Wayne Water Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $3,076,000.

APPROVED THIS 5 DAY OF October, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

WATER POLLUTION CONTROL PLANT
HIGH STRENGTH WASTE STORAGE IMPROVEMENTS – PHASE III
RESOLUTION NO. 76877

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of an additional storage tank at the Water Pollution Control Plant High Strength Waste Receiving Area.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **High Strength Waste Storage Improvements – Phase III**.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $478,500.00.

APPROVED THIS 5 DAY OF October, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CITY UTILITIES ANNUAL ON-CALL CONCRETE CUT REPAIR SERVICES
RESOLUTION NO. 108-10-5-21-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne City Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of Concrete Cuts made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 5 DAY OF October, 2021

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CITY UTILITIES ON-CALL ELECTRICAL REPAIR SERVICES
RESOLUTION NO. 108-10-5-21-2

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne City Utilities Operations and Engineering is seeking labor only quotes for Electrical emergency repairs and small labor only projects to be performed on Utilities facilities. Such emergency repairs may include, but are not limited to: new pipe runs, pulling electrical runs, switchgear work, and small electrical projects. All Quotes to be to the City Utility Engineering Design Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 5 DAY OF October, 2021

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CITY UTILITIES ON-CALL MECHANICAL REPAIR SERVICES
RESOLUTION NO. 108-10-5-21-3

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne City Utilities Operations and Engineering is seeking qualified Mechanical Contractors to provide various types of Mechanical labor and equipment for maintenance, installation and repair to be performed at the Three Rivers Filtration Plant, Water Pollution Control Plant, and other facilities operated by City Utilities. All Quotes to be to the City Utility Engineering Design Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 5 DAY OF October, 2021

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0622L

South Clinton Street Underpass Lighting Improvements

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

New lighting south of the underpass. Installing conduit and wire for future underpass lighting. Removal of existing poles to allow ADA access on the sidewalks south of the underpass.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12 day of October, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0623L

Wallen Road Lighting - Phase 2

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Installation of LED cobra heads and mast arms on existing wood utility poles.
Installation of 2 conductor aerial wire on existing utility poles.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 12 day of October, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

OAKHURST AND BULLERMAN
WATER MAIN REPLACEMENT
RESOLUTION NO. 67002

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 16,350 feet of 6" HDPE and 655 feet of 2" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **OAKHURST AND BULLERAMN WATER MAIN REPLACEMENT**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,975,000.00

APPROVED THIS 12 DAY OF October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

2021 Sewer Rehab Package 2 – Large Diameter
RESOLUTION NO. 76701

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 4,000 linear feet of large diameter Cured-In-Place Pipe (CIPP) lining on the east side of Fort Wayne, including bypass pumping and site restoration.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 2021 Sewer Rehab Package 2 – Large Diameter.

Declares the cost of the said improvements shall be paid by the funds from public funds from Sewer State Revolving Funds.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,344,000.00.

APPROVED THIS 12 DAY OF October, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

DEDICATION and ACCEPTANCE
of
POTABLE WATER MAIN

Resolution No. 108-10-12-21-1

Across Parcel of 41 North, LLC
for
41 North Senior Apartments
5750 YMCA Park Drive East (formerly 5728 Saint Joe Center Road)
Fort Wayne, Indiana 46835

Cross Reference to Documents:
Deed to 41 North, LLC = 2017051880
Existing Easement = 2011059345

This Dedication and Acceptance of Potable Water Main ("Agreement") is entered into this ____ day of Oct 13, 2021, by and between **41 North, LLC, an Indiana limited liability company** ("Owner"), and the **City of Fort Wayne, Indiana, Board of Public Works** ("City"), for and in consideration of the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

WHEREAS, the private water main and appurtenances, more particularly depicted on the map labelled as **Exhibit "A"**, attached hereto and made a part hereof, was originally constructed in 2012 as part of a project to extend a public water main to serve the Jackson R. Lehman Family YMCA at 5680 YMCA Park Drive West. A segment of private water main was also extended from the said public main to serve other future developments. Since 2012, the following additional developments have been constructed that are connected to the subject private main as follows: (1) Three Rivers Federal Credit Union at 5703 YMCA Park Drive East; (2) Salsa Grille at 5709 YMCA Park Drive East; and (3) Longe Optical at 5700 YMCA Park Drive East. The Owner is presently constructing a development at 5750 YMCA Park Drive East that is proposing to connect to the subject private water main.

WHEREAS, prior to this acceptance, City has completed its due diligence to review documents relevant to the construction of the water main which includes obtaining the following items: (1) As-Built location; (2) Disinfection Tests; (3) Excavation to verify the size [12-inch diameter] and material [PVC] as being in conformance with the specifications of City; and (4) the necessary easement document [Document No. 2011059345 – Easement No. 3 and No. 4, respectively].

WHEREAS, the water main to be dedicated and accepted by City consists of water pipe, and appurtenances as follows:

Along the North side of Owner's parcel (from Facility ID No. U34 035 to, and including U34 042):

- 245 +/- lineal feet of 12-inch PVC water pipe, and all fittings;
- One (1) Fire Hydrant (Facility ID No. U34 13977); and
- All water service connections.

WHEREAS, Owner wishes to dedicate to City the water main and appurtenances described above and in the locations shown on said **Exhibit "A"**, and City shall accept said mains and appurtenances ("Accepted System").

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements to be kept and performed hereunder, including aforesaid recitals which shall be incorporated herein by reference and construed as terms of this Agreement with full force and effect equal to the following terms, City and Owner hereto agree as follows:

Acceptance

1. Owner and City agree that this Agreement replaces and supersedes all other agreements or dedications which may exist prior to the date of this Agreement regarding the Accepted System.

2. Owner hereby covenants, warrants and represents that Owner is the lawful owner of the Accepted System and that it is free from all encumbrances and liens, that Owner has the right to sell and transfer the same and that Owner shall warrant and defend the same against claims and demands.

3. For so long as the Accepted System remains connected to City's public water system, City shall own, operate and maintain the Accepted System and as owner of the Accepted System, City shall be responsible for all costs and expenses associated with operating, maintaining, replacing and repairing the Accepted System.

Miscellaneous

4. Jurisdiction: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

5. Modification: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and executed by an authorized representative of each party.

6. Successors and Assigns: Neither party may sell, assign, transfer or otherwise dispose of this Agreement or its interest therein without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement binds the respective permitted successors and assigns, and they shall become bound for the full performance of this Agreement.

7. Severability: If any provision, covenant, or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, or portions of this Agreement.

[Signatures appear on following pages]

IN WITNESS WHEREOF, Owner and City have executed this Transfer of Utility Ownership, and said Agreement is effective, as of the date first indicated above.

OWNER – 41 North, LLC, an Indiana limited liability company

By: _____

Ronda Shrewsbury Weybright, Registered Agent

ACKNOWLEDGEMENT
41 North, LLC, an Indiana limited liability company

STATE OF Indiana)
) **SS**
COUNTY OF Marion)

BEFORE ME, a Notary Public in and for said State and County, personally appeared **Ronda** Shrewsbury D.N. Weybright, on behalf of **41 North, LLC, an Indiana limited liability company,** and acknowledged the execution of the foregoing Contract as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 4 day of October 2021.

My Commission Expires: _____

Lisa J. McNabb
Notary Public Signature

Resident of _____ County

Printed Name

NOTARY PUBLIC SEAL STATE OF INDIANA
LISA J. MCNABB
Commission Number: NP0672828
My Commission Expires
November 4, 2023

CITY

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: ABSENT
Chris Guerrero, Member

Attest: _____ 10.12.21
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared **Shan Gunawardena**, **Kumar Menon and ~~Chris Guerrero~~** ABSENT as Members of the Board of Public Works, and **Michelle Fulk-Vondran**, Clerk of the Board, and acknowledged the execution of the foregoing Contract as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of October 2021.

My Commission Expires: 09/21/2026

Emily Ridgway
Notary Public Signature

Resident of Allen County

Emily Ridgway
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. DeWayne J. Nodine.

This instrument prepared by DeWayne J. Nodine, Fort Wayne City Utilities, Development Services, 200 East Berry Street, Suite 250, Fort Wayne, Indiana 46802.
Form Date May 13, 2021

EMILY RIDGWAY
Notary Public - Seal
Allen County - State of Indiana
Commission Number NP0715974
My Commission Expires Sep 21, 2026

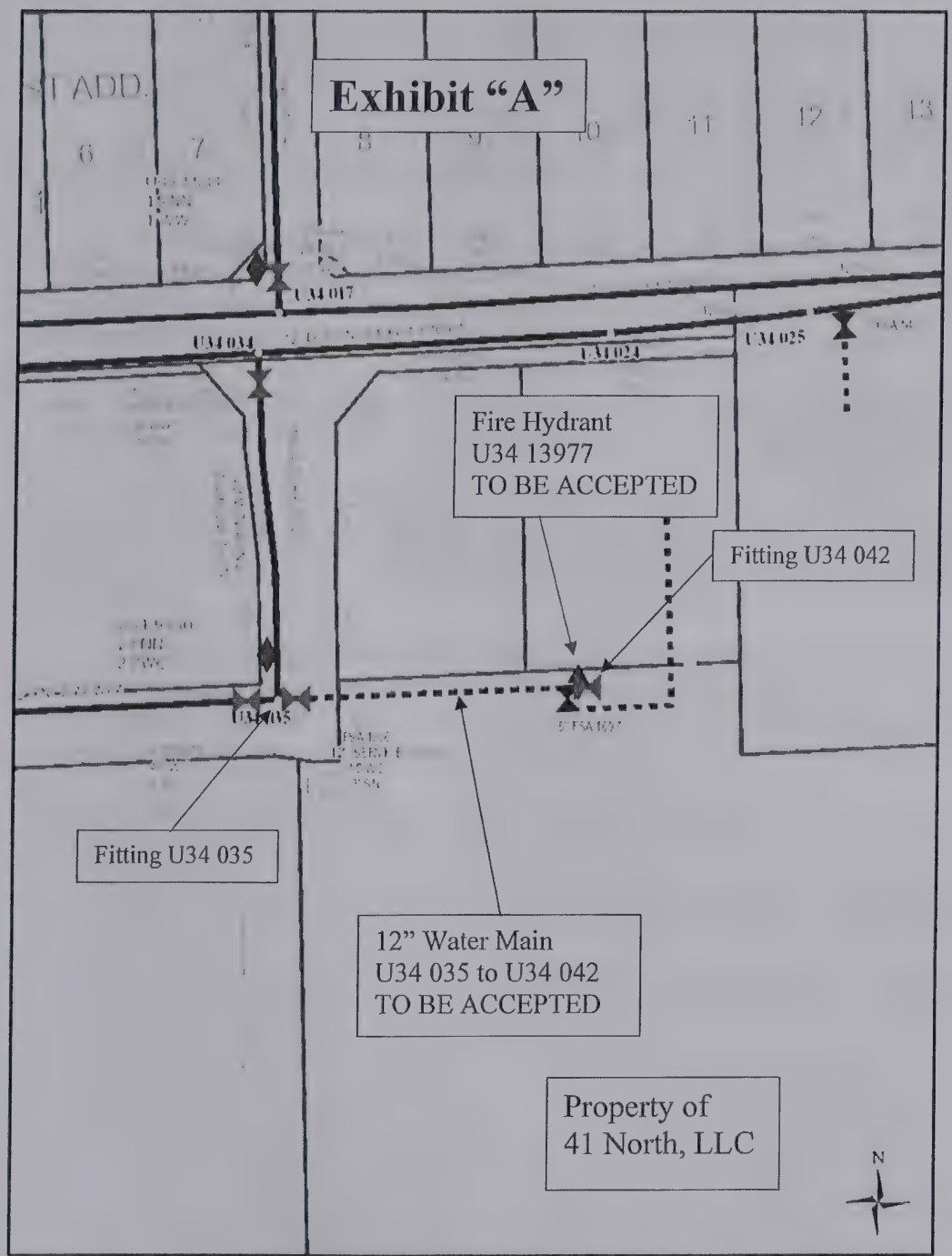


Exhibit "A"
Fire Hydrant
U34 13977
TO BE ACCEPTED
Fitting U34 042
Fitting U34 035
12" Water Main
U34 035 to U34 042
TO BE ACCEPTED
Property of
41 North, LLC
N
U34 017
U34 034
U34 024
U34 025
September 29, 2021
This map is intended for general reference purposes only. The information displayed hereon is not guaranteed to be completely accurate or all inclusive
© 2015 City of Fort Wayne

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF CERTAIN REAL ESTATE LOCATED IN FORT WAYNE, INDIANA

RESOLUTION NUMBER #108-10-12-21-2

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to four separate tracts of real property within the Riverside Terrace Plat, each being more particularly described in Exhibit 1 and depicted on Exhibit 2, each attached hereto and incorporated herein by this reference (the "Tracts"); and

WHEREAS, the Tracts have never been improved, and the City's only anticipated use for the Tracts is the construction of certain stormwater management facilities; and

WHEREAS, the highest and best use of the Tracts is a sale to an abutting landowner, subject to the condition that any purchaser shall be required to construct stormwater management facilities in accordance with plans reviewed and approved by the City.

WHEREAS, prior to a recent vacation of the part of the subdivision in which the Tracts are located and consolidation of the Tracts into a single tax parcel, the Tracts were each separately assessed by the County Assessor, and the assessed value of each tract within the past calendar year was less than $6,000.00; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Tracts pursuant to Indiana Code 36-1-11-5.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 12th day of October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair of Public Works

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and ~~Chris Guerrero,~~ ABSENT as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing resolution as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 12th day of October, 2021.

My Commission Expires:

09/21/2026

Emily Ridgway
Notary Public

Resident of Allen County

Emily Ridgway
Printed Name of Notary

EMILY RIDGWAY
Notary Public - Seal
Allen County - State of Indiana
Commission Number NP0715974
My Commission Expires Sep 21, 2026

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner:	City of Fort Wayne
Mailing Address:	200 E Berry St. Ste. 250 Fort Wayne, IN 46802

AFFECTED PROPERTIES:

Tract I:

Last Deed:	Document# 2018021178
Legal Description:	Lots 80 & 81 in Riverside Terrace Addition
Former PIN:	02-12-15-253-014.000-074
Assessed Value:	$1,500

Tract II:

Last Deed:	Document# 2018009856
Former PIN:	02-12-15-253-013.000-074
Legal Description:	Lots 82, 83, 84, 85, 86, & 87 in Riverside Terrace Addition
Assessed Value:	$4,600

Tract III:

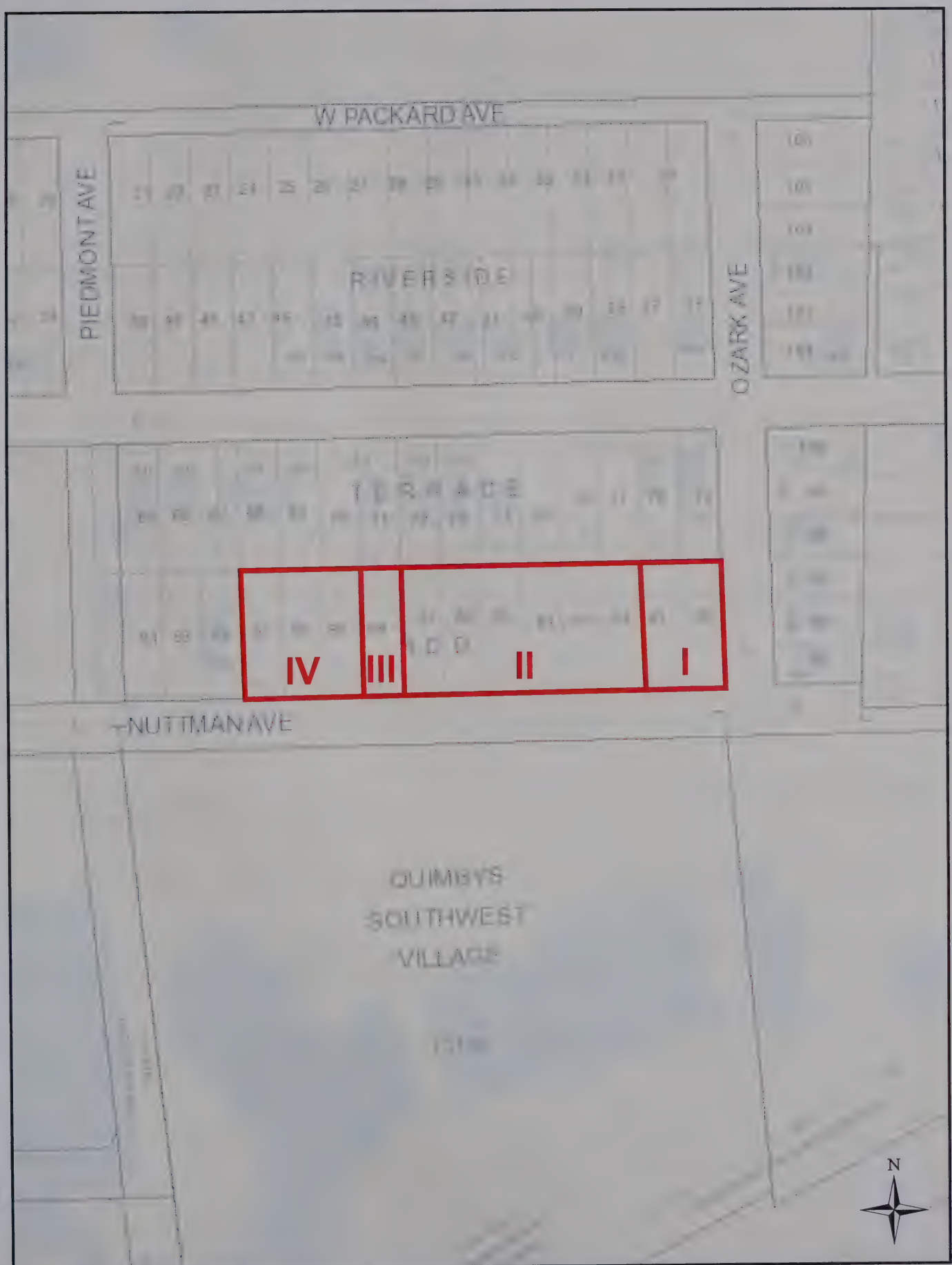
Last Deed:	Document# 2017057741
Former PIN:	02-12-15-253-012.000-074
Legal Description:	Lot 88 in Riverside Terrace Addition
Assessed Value:	$800

Tract IV:

Last Deed:	Document# 2018009856
Former PIN:	02-12-15-253-011.000-074
Legal Description:	Lots 89, 90, & 91 in Riverside Terrace Addition
Assessed Value:	$2,300

INTEREST TO BE SOLD: Fee simple estate in each property.

Exhibit 2



October 7, 2021

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be completely accurate or all inclusive.

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RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA APPROVING AMENDEMENTS TO THE FORT WAYNE WATER UTILITY GENERAL RULES AND REGULATIONS

Resolution No. # 108-10-12-21-3

WHEREAS, the City of Fort Wayne, Indiana ("City") owns and operates a municipal waterworks (the "Fort Wayne Water Utility") in accordance with I.C. § 8-1.5 *et al.*

WHEREAS, the Fort Wayne Water Utility has promulgated general rules and regulations ("Rules and Regulations") to govern the operation of the Fort Wayne Water Utility, which Rules and Regulations are approved by the Fort Wayne Board of Public Works; and

WHEREAS, the Rules and Regulations were originally promulgated in 2003, and, since that time, there have been several changes in the water utility industry and the manner by which the Fort Wayne Water Utility conducts its business; and

WHEREAS, the Fort Wayne Water Utility has evaluated the extent to which the original Rules and Regulations reflect the Fort Wayne Water Utility's current priorities and objectives; and

WHEREAS, the Fort Wayne Water Utility has drafted comprehensive amendments to the Rules and Regulations to better reflect the water utility industry and the Fort Wayne Water Utility's vision and mission; and

WHEREAS, the Board of Public Works finds that the Amended Rules and Regulations attached hereto are in the best interest of the Fort Wayne Water Utility and the City as a whole and should be approved.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE AS FOLLOWS:

SECTION 1. That the Amended Fort Wayne Water Utility Regulations attached hereto are approved.

SECTION 2. That the Amended Rules and Regulations shall be effective upon passage of this resolution and publication on the Fort Wayne City Utilities website.

SECTION 3. Any and all actions taken in furtherance of the foregoing resolution are hereby ratified, and confirmed, and approved in all respects.

APPROVED THIS 12th DAY OF OCTOBER, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: 10·12·21
Michelle Fulk-Vondran, Clerk

FORT WAYNE WATER UTILITY

GENERAL RULES & REGULATIONS

CITY UTILITIES

WATER THAT WORKS

Adopted and Approved
by
The Board of Public Works
and effective as of
February 12, 2003

As Amended March 27, 2018, May 1, 2018, January 1, 2019, January 8, 2019,
and October 12, 2021

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GENERAL RULES AND REGULATIONS

These Fort Wayne Water Utility General Rules and Regulations (hereinafter referred to as "Rules and Regulations"), as amended and supplemented from time to time, shall govern all water service rendered or to be rendered by the Fort Wayne Water Utility, shall be binding upon every Customer, and shall constitute a part of the terms and conditions of the Customer's receipt of water service. It is understood that these Rules and Regulations are adopted for the safe, economical and efficient construction, management and operation of the Fort Wayne Water Utility in accordance with Ind. Code § 8-1.5-3-4.

The following policies are specifically incorporated by reference into these Rules and Regulations and copies are attached hereto:

- Policy of the Fort Wayne Board of Public Works Regarding Public and Private Water System Infrastructure and Extension of Water Mains
- Developer Installed Water Taps Policy
- Policy and Procedures for Water Service Disconnections – Building Demolitions
- Temporary Water Meters: Terms and Conditions

ARTICLE I - DEFINITIONS

The following words, as used in these Rules and Regulations, have the following respective meanings:

APPLICANT means any Person, including an individual, firm, partnership, company, municipal or private corporation, commercial establishment, association, society, institution, enterprise, governmental agency or other legal unit or entity, applying for water service (e.g., a prospective Customer).

CITY-OWNED SERVICE LINE for services 2" and smaller, the City-Owned Service Line is the portion of Service Pipe situated between and including the Tap and the Curb Stop, which is installed by the Utility or a contractor, owned by the Utility, and maintained by the Utility.

CURB STOP for services 2" and smaller, a Curb Stop is a fitting inserted into the City-Owned Service Line in the right-of-way near the property line, which is used for turning on and off water to the Premises supplied or to be supplied with water.

CUSTOMER is the Person responsible for paying the rates, charges, and fees assessed for the services provided by the Utility as determined from the records on file with the Utility.

CUSTOMER-OWNED SERVICE LINE is the portion of Service Pipe owned by the Customer through which water is supplied to the Customer's Premises from the Water Main. For services 2" and smaller, the Customer-Owned Service Line is situated between the Curb Stop and the Meter. For services larger than 2", the Customer-Owned Service Line is the entire Service Pipe from the Water Main to the Meter.

DESIGN STANDARDS MANUAL is a document that provides guidance and requirements for the planning, design, and construction of utility infrastructure, whether owned by the Customer or the Utility. The Design Standards Manual contains definitions of terms that may vary in degree of technicality from the definitions contained in these Rules and Regulations. In the event of a conflict between any definitions in this document and those contained in the Design Standards Manual, the definitions in the Design Standards Manual shall control.

INDIANA UTILITY REGULATORY COMMISSION ("IURC") is the state regulatory agency empowered with the ultimate authority to approve rates and charges assessed and collected by the Utility.

METER is a device owned by the Utility used to measure and record the quantity of water supplied to the Customer. The Meter is the official recorder of the amount of water consumed by a Customer.

MONTH is the period between any two consecutive regular billings by the Utility for service rendered to a Customer at his or her Premises. Such billings are scheduled at intervals of approximately thirty (30) days. For purposes of billing, a month is 25-35 days. Any bills produced outside this parameter shall be pro-rated.

MONTHLY SERVICE CHARGE is a fixed charge assessed to each Customer to recover costs such as administrative costs associated with billing and payment processing and a portion of the Utility's operation and maintenance expense, debt service, and capital improvement plan. The Monthly Service Charge is based on the size of the meter as set forth in the rate tariff approved by the IURC.

MULTI-ON-ONE CONNECTION is a connection involving a single Curb Stop that controls two or more Premises, addresses, or units with separate water meters. If water service is turned off at the Curb Stop for a Multi-on-One Connection, all Premises, addresses, or units that receive water service through the Curb Stop will be affected.

MUNICIPALITY means an entity having local self-government. For the purposes of these Rules and Regulations, this term refers to the City of Fort Wayne, Indiana.

OWNER designates the Person holding the deed or record title to a Premises. Subject to the terms of these Rules and Regulations, a contract purchaser is considered an Owner of the Premises being purchased.

PERSON means any individual, firm, partnership, company, municipal or private corporation, commercial establishment, association, society, institution, enterprise, governmental agency or other legal unit or entity.

PREMISES means a dwelling, building, structure or parcel of real estate that is supplied with water.

PRIVATE DISTRIBUTION SYSTEM is a network of Private Mains and other privately-owned appurtenances that receives potable water from one or more connections to a Water Main and delivers such water to all of the units and buildings located on the Premises. Common examples of Customers that have a Private Distribution System include mobile home communities and strip malls.

PRIVATE FIRE SERVICE is a privately owned arrangement of pipes, fixtures and devices designed for standby service and from which water is taken only for the extinguishment of fires.

PRIVATE MAIN is a Water Main owned and operated by a private person(s), company or other non-public entity.

REMOTE READING DEVICE is a device that works in conjunction with the Meter that assists the Utility in obtaining reads of the volume of water consumed by a Customer without having to access the Meter. Bills are regularly calculated based on the monthly readings from the Remote Reading Devices. Provided, however, in the event of a Remote Reading Device failure or inconsistency between the data obtained from the Remote Reading Device and data obtained directly from the Meter, the data obtained directly from the Meter shall take precedence.

RESIDENTIAL means the class of customers occupying single-family houses, apartment homes, and other residential rental properties. **NON-RESIDENTIAL** means all other classes of customers, including, without limitation, commercial, industrial, and multi-family residential properties operated for profit (e.g., entire apartment complexes and mobile home communities).

SERVICE PIPE is a water supply line connecting a Premises directly to the Utility's Water Main. For services 2" and smaller, the Service Pipe is composed of two-components: the City-Owned Service Line, which is the portion of pipe between the Tap and the Curb Stop and the Customer-Owned Service Line, which is the portion of pipe between the Curb Stop and the Meter. For services lines larger than 2", the entire Service Pipe between the Water Main and the Meter is owned by the Customer.

SHALL means mandatory; **MAY** means permissible.

TEMPORARY WATER is water usage that is temporary in nature and does not follow normal Meter installation and billing procedures. Temporary Water is typically associated with construction projects or special events.

TAP or CORPORATION STOP is a fitting owned by the Utility and inserted into the Water Main that allows water to flow to the Premises served by the water service.

UNAUTHORIZED USE OF WATER is the act of obtaining or receiving water service without permission from the Utility and includes acts undertaken to prevent a meter from registering the correct amount of usage, connecting a hose to a fire hydrant without permission, operating a Curb Stop without permission, using false pretenses to obtain water service, and other similar acts as further defined in Section 52.01 of the Fort Wayne Code of Ordinances.

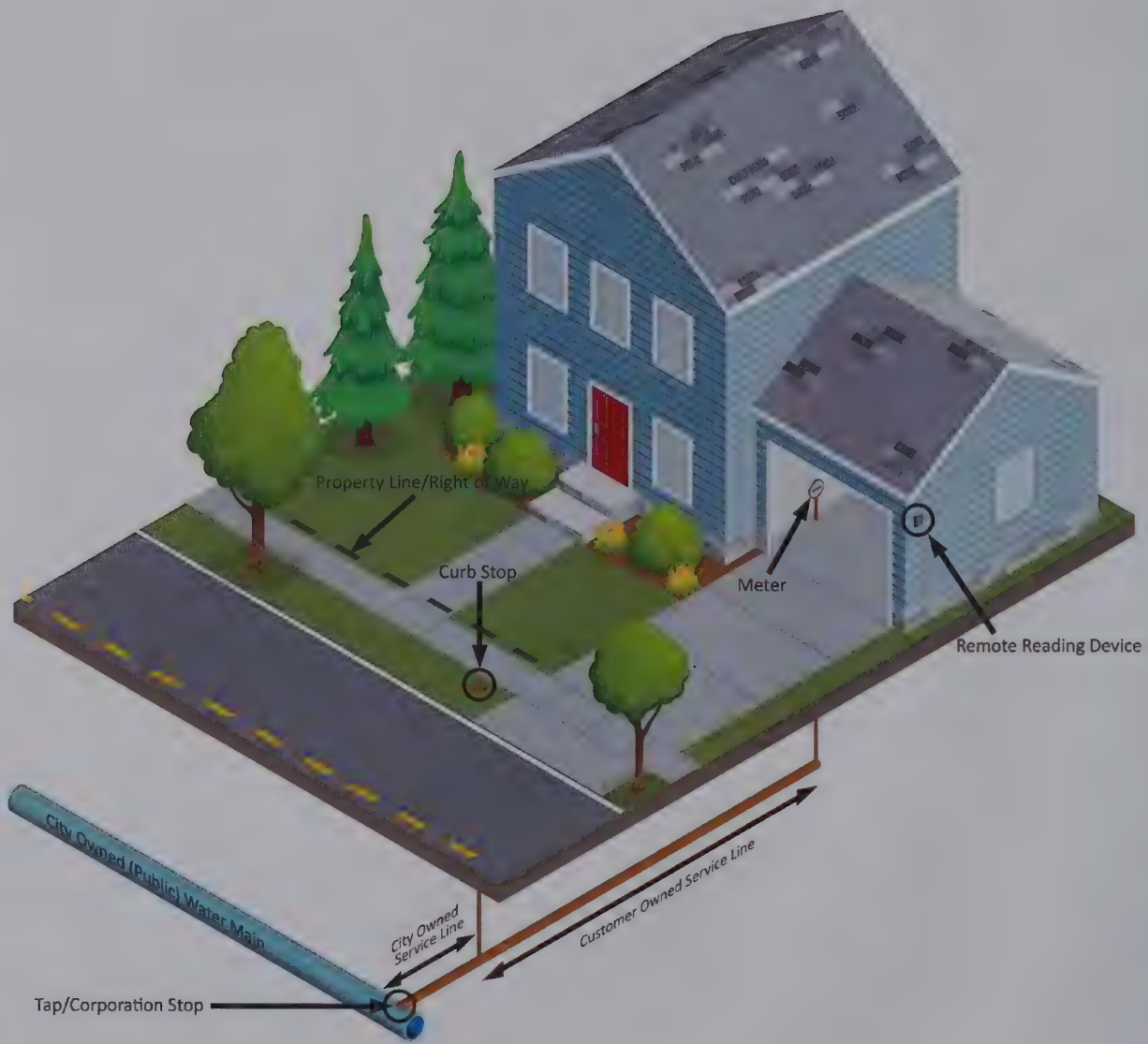
UTILITY is the Fort Wayne Water Utility, a department within the Division of City Utilities of the City of Fort Wayne, Indiana, having its principal office at 200 E. Berry Street, Ste. 140, Fort Wayne, Indiana and engaged in furnishing the public water supply and associated billing to Customers in and around the City of Fort Wayne.

WATER MAIN refers to a public water conduit, together with all appurtenances, necessary valves, fire hydrants and associated materials, receiving potable water and distributing it to more than one Customer.

WATER DISTRIBUTION SYSTEM is a network of public Water Mains and appurtenances that deliver potable water from the Utility's Filtration Plant to Customers.

Fort Wayne Water Utility

Standard Residential Water Service Connection[1]



[1] This arrangement also applies to many non-residential properties with services of 2" and smaller. For services larger than 2", please consult the Design Standards Manual.

ARTICLE II - REGULATIONS AND CUSTOMER INFORMATION

RULE 1. RULES AND REGULATIONS ON FILE

A copy of all rates and charges and these Rules and Regulations are available on the Utility's website.

Upon request by an Applicant or Customer, the Utility will furnish a copy of its current rate schedules. Electronic copies will be furnished free of charge. Paper copies will be furnished at a charge in accordance with Ind. Code § 5-14-3.

RULE 2. NOTICE OF PROPOSED RATE CHANGE

Whenever the Utility files a petition with the Indiana Utility Regulatory Commission for an adjustment of its rates and charges, the Utility shall give notice thereof to all Customers in accordance with applicable law and/or regulations promulgated by the IURC. The notice shall contain a clear and concise explanation, fairly summarizing the nature and extent of the proposed changes, and shall provide the date, time and location of any public hearing thereon.

ARTICLE III - WATER SERVICE ACCOUNTS

RULE 3. CONTRACTS

A. The Utility shall not be required to provide any water service unless and until there is an approved service application or contract on file with the Utility.

B. An Applicant for water service may, at the discretion of the Utility, be required to show positive identification when applying for service. In the absence of a picture ID, a minimum of two proofs of identification may be required (i.e. certified copy of birth certificate, verifiable social security card, etc.).

C. If an Applicant is leasing or buying on contract the Premises where water service is sought, a copy of the current lease or contract purchase agreement must also be provided to the Utility's Customer Support Department where it will be kept on file with the Applicant's approved service application or contract for service. In addition, the Applicant must provide the Utility with the name and contact information for the Owner of the Premises. For purposes of this rule, a contract purchaser shall supply the name and contact information of the legal title holder to the Premises (e.g., the contract seller).

D. Except as set forth in subsection E. below, if the information provided by the Applicant under subsection C. indicates the Applicant is not the Owner of the Premises but will be occupying the Premises where water service is sought and the Applicant is responsible for paying the rates, charges, and fees assessed for the services provided by the Utility, the account will be established in the Applicant's name and the Applicant will thereafter be considered the Customer for billing purposes.

E. Notwithstanding subsection D., the Owner of the Premises to be supplied with water service (including the legal title holder in a land contract sale) may request the account to be established in the Owner's name in which case the Owner will be considered the Customer for billing purposes.

F. If the records of the Utility indicate the Premises are vacant or that they are not occupied by someone other than the Owner, the Utility shall place the account in the name of the Owner who shall thereafter be considered the Customer for billing purposes. Once the account is established in the Owner's name, the Owner shall be responsible for all Monthly Service Charges, fire protection charges, and any consumption charges that accrue at the Premises unless and until either of the following conditions is met:

    1. records are provided to the Utility that demonstrate the Premises are or will be occupied by a Person other than the Owner, that such Person is or will be responsible for paying the rates, charges, and fees assessed for the services provided by the Utility, and an account is set up in that Person's name; or

2. legal title to the Premises is transferred to a new Owner and appropriate documentation is provided in accordance with Rule 5.C.

G. When the Applicant is a Non-Residential entity, the service application or contract for service shall be executed by an individual with authority to bind the organization and shall be accompanied by a personal guaranty from one of the officers of the organization and/or other assurance of payment that is satisfactory to the highest ranking officer of the Customer Support Department or his/her designee.

H. The Utility, in its discretion, may reject an application for water service for any of the following reasons:

1. The Utility determines the Applicant has defrauded or is attempting to defraud the Utility;

2. The Applicant has an unpaid balance with the Utility for services provided to the Applicant at the same address or a different address that is not subject to an automatic stay and has not otherwise been discharged in proceedings commenced under the United States Bankruptcy Code;

3. The Applicant is not the Owner of the Premises to be served and fails to provide the information required by Rule 3.C.

4. The Applicant fails to submit a deposit as required by Rule 4 of these Rules and Regulations;

5. The Utility determines the use or condition of the Premises would result in waste pollution or damage to property of the Utility or to others, or would result in a violation of any ordinance or statue;

6. The Utility determines the use or condition of the Premises, or the actions of the Applicant, or any person acting on behalf of or with the permission of the Applicant, violates or will violate any duly adopted rule or regulation of the Utility; or

7. The Premises for which the Applicant has applied for service has experienced excessive uncollected billings over the immediately preceding two (2) year period and the Applicant is determined to be uncreditworthy under the criteria set forth in these Rules and Regulations.

If the Utility denies service, it shall notify the Applicant, stating the precise facts upon which the Utility based its determination. If the Applicant disputes the Utility's determination or the facts upon which the determination was based, the Applicant may seek an Administrative Review in accordance with Rule 30 of these Rules and Regulations.

I. No promises, agreements or representations by any agent of the Utility shall be binding upon the Utility unless they have been incorporated into a contract approved by an agent of the Utility authorized to approve such contract on behalf of the Utility.

J. The benefits and obligations under any contract for water service shall begin when the Utility commences to supply water service to the Customer and shall continue until the Customer notifies the Utility he/she wishes to discontinue the service in accordance with Rule 6.

RULE 4. DEPOSITS

A. Residential Customers. A new Applicant for residential water service shall not be required to make a deposit as a condition of receiving service if the Applicant satisfies the following criteria:

1. The Applicant (i) has been a customer of any utility within the last two (2) years, (ii) owes no outstanding bills for service rendered by such utility, (iii) did not have, during the last twelve (12) consecutive months that the service was provided, more than two (2) bills which were delinquent to any utility, or, if service has been rendered for a period less than twelve (12) months, has not had more than one (1) delinquent bill in such period, and (iv) within the last two (2) years did not have a service discontinued by a utility for nonpayment of a bill for service rendered by that utility.

2. If the Applicant has not been a customer of a utility during the previous two (2) years, the Applicant satisfies two (2) of the following three (3) criteria:

    a. The Applicant (i) has been employed by his or her present employer for two (2) years, or (ii) has been employed by his or her present employer for less than two (2) years but has been employed by only one other employer during the past two (2) years, or (iii) has been employed by the present employer for less than two (2) years and has no previous employment due to having recently graduated from a school, university, vocational program, or has recently been discharged from military service;

    b. The Applicant either (i) owns or is buying his or her home or (ii) is renting a home or apartment and has occupied the Premises for more than two (2) years; or

    c. The Applicant has credit cards, charge accounts, or has been extended credit by a bank, commercial concern, or individual unless a credit check shows that the Applicant has been in default on any such account more than twice in the immediately preceding twelve (12) month period.

B. Nonresidential Customers. The Utility will determine the creditworthiness of nonresidential Customers in an equitable and nondiscriminatory manner. Any new nonresidential Customer will be deemed non-creditworthy if any of the following applies: (i) the Customer has three (3) delinquent payments, two (2) consecutive delinquent payments, or has had service discontinued for nonpayment within the immediately preceding twelve (12) months with respect to services provided by any utility; (ii) the Customer's credit rating is B+ or below for S&P or B1 or below for Moody's; or (iii) the Customer is categorized as non-creditworthy by a commercial reporting service using factors identified by said service or the Utility. For purposes of this rule, a new Customer does not include a Customer who changes its corporate name or corporate structure or an existing Customer who establishes a new account.

C. The Utility, in its discretion, may require a deposit from an existing residential or nonresidential Customer when the Customer has been mailed a notice of discontinuance for two (2) consecutive months or three (3) months within the preceding twelve (12) month period, or when service has been discontinued as a result of nonpayment in accordance with these Rules and Regulations.

D. Any deposit required under this rule will be equal to no more than $1/6^{th}$ the annual billing for a current Customer or 1/6 the estimated annual billings for a new Customer. If an existing Customer has more than one account with the Utility, the Utility will not aggregate the Customer's accounts for purposes of calculating the deposit. Instead, the deposit will be calculated based only on the annual billings of the delinquent account.

E. Deposits shall be retained until the Customer has completed twelve (12) consecutive months of prompt, non-delinquent payments. The deposit shall thereafter be applied as a credit to the Customer's account. Any delinquency or late payment shall restart the twelve (12) month period Further, in the event of delinquency or late payment, the Utility reserves the right to apply all or a portion of the deposit to the delinquent balance and require the Customer to replenish the deposit by adding the amount so applied to the subsequent monthly bill.

F. The deposit shall be handled in the following manner upon Customer requested discontinuance of service:

1. The Utility shall require payment of any past due or current balance billed and owing at the time of discontinuance;

2. The Utility shall apply the deposit to the final bill or transfer it to the new service address account if new service is within the Utility's service area;

3. If applied to the final bill, any portion of said deposit remaining after such application that is greater than $2.00 shall be mailed to the Customer at the forwarding address provided by the Customer;

4. Where any deposit has been applied to payment of arrearage, the Utility, in its

discretion, may require a new deposit before service is reconnected.

G. The Utility shall maintain a record of each Applicant or Customer making a deposit that shows:

1. The name of the Customer;

2. The current address of the Customer so long as he or she maintains the active account with the Utility in his or her name;

3. The amount of the deposit;

4. The date the deposit was made; and

5. A record of each transaction affecting such deposit.

H. Any deposit made by an Applicant, Customer, or any other person with the Utility (less any lawful deductions) that has remained unclaimed after the Utility has made diligent efforts to locate the Person who made such deposit or the heirs of such Person, shall become property of the Utility.

RULE 5. TRANSFER OF SERVICE

A. Once an account has been established in the name of a Customer, that Customer will be responsible for all Monthly Service Charges, consumption charges, and fire protection fees at the Premises until ownership and/or occupancy of the Premises is transferred to a new Customer. As set forth in Rule 6, the Customer shall notify the Utility at least seven (7) working days in advance of the date that service is proposed to be transferred and provide the information required by Rule 5.C. If these steps are followed, the Customer will be relieved of the responsibility for water charges beginning on the seventh (7^{th}) day following the date that notice was provided by the Customer or the date an account is established in the name of the incoming Owner and/or occupant, whichever is earlier.

B. If the incoming Owner and/or occupant fails to set up a new account within three (3) days of the transfer date, water service may be discontinued by the Utility at the Curb Stop at the discretion of the Utility, and the incoming Owner and/or occupant will be required to pay a fee as set forth in the Utility's Miscellaneous Rates and Charges to have service restored.

C. To transfer service to a new Customer, the existing Customer must provide legal documentation of property ownership change (such as a deed), or proof of the new Customer's identity and the date of transfer. When the Premises are occupied by someone other than the Owner and that Person notifies the Utility of his/her desire to discontinue water service, the account shall be placed in the Owner's name in accordance with Rule 3.F. If an Owner disputes responsibility for the charges, it is

the Owner's burden to provide documentation acceptable to the Utility to demonstrate that the property is occupied by someone other than the Owner and that said occupant is responsible for paying the bills for water service at the Premises.

D. In the case of a foreclosure, the Owner will still be responsible for all Monthly Service Charges, fire protection fees, and applicable consumption charges until title to the Premises is legally transferred to a different Person. It is the Owner's burden to provide a copy of the deed or other transfer instrument showing the Owner is no longer the legal title holder to the Premises.

E. Contracts for water service shall not be assigned without the express written consent of the Utility. If an existing Customer fails to inform the Utility and obtain its approval of any such assignment, the Utility, at its sole option, may hold such Customer responsible for any and all charges incurred at the service address unless and until approval is granted.

RULE 6. DISCONTINUANCE OF WATER SERVICE

A. Upon the Customer's request:

1. The Customer shall notify the Utility at least seven (7) working days in advance of the day discontinuance of service is desired. In the case of discontinuance of a private fire protection service, the Customer's notice shall be in written form, signed by an authorized agent or representative of said Customer's insurance company and the State Fire Marshall. If the Customer is not the Owner of the affected Premises, the Customer shall also provide the Utility with written approval by the Owner for the discontinuance of private fire protection service.

2. If the Utility needs access to the Premises to obtain a final Meter reading, it shall be the Customer's responsibility to provide such access. Failure to do so shall result in the Utility rendering a final bill based on an average of previous consumption. If the Utility subsequently obtains a higher read from the Meter showing additional actual consumption prior to a third party or new Customer commencing service, the previous Customer shall be responsible for the charges incurred for the additional consumption registered on the Meter.

3. When water service is temporarily discontinued at the request of the Customer, the Customer will still be required to pay the Monthly Service Charge, applicable consumption charges, if any, and fire protection fees during the period of discontinuance. In addition, a charge approved by the IURC to cover the expense of turning the water off and on shall be made if discontinuance occurs by shutting off water at the Curb Stop.

4. Although the Utility makes every effort to ensure that discontinuance of water service results in the water being completely turned off, there are

circumstances that can allow the water service to remain active and consumption to register on the Meter even after attempts to discontinue water service have been made. Because the Utility has no way to verify that water is completely off from the Curb Stop, it is the Customer's responsibility to verify that the water is completely turned off. If the customer checks and it appears the water service is active, the Customer shall immediately notify the Utility so the Utility can identify the problem. The Utility is not responsible for any damage that results from water not being completely turned off, and the Customer remains responsible to pay for any usage that might occur if the water is not completely off.

5. If the records of the Utility demonstrate that the Premises supplied with water are vacant, or that the Customer who previously occupied the Premises is no longer occupying the Premises for any reason, including voluntary move-outs and property foreclosures, the account will be placed in the Owner's name, and the Owner will be responsible for all Monthly Meter Services Fees, fire protection fees, and applicable consumption charges as set forth in Rule 3.F.

6. If the Premises supplied with water service is subject to a condemnation order, the Owner will still be responsible to pay all Monthly Service Charges, applicable consumption charges, and fire protection fees until the Premises are physically disconnected from the Water Distribution System.

B. Without the Customer's request and without notice to the Customer. At its sole discretion, the Utility may discontinue water service without notice to the Customer under the following circumstances:

1. When an emergency exists, as reasonably determined by the Utility;

2. For any unauthorized use of water;

3. Upon orders by any regulatory agency or authority having jurisdiction over such matters;

4. Upon discovery of an improper installation of a new Service Pipe and appurtenances, or alteration or removal of an existing Service Pipe and appurtenances including the Meter, without approval by the Utility;

5. For improper use of Temporary Water;

6. For failure to comply with the terms of a payment arrangement offered by the Utility's Customer Support Department;

7. For any tampering by a Customer, or if Customer knowingly permits any tampering, with any Service Pipe, Curb Stop, Remote Reading Device, AMI

network equipment, Meter, Meter seal or by-pass valve, or any other appliance or equipment owned by the Utility;

8. For any action or failure to act in violation of any federal, state or local law which, in the opinion of the Utility, poses a danger to the public, the City or the environment, or has the potential to cause the City to violate any state or federal permit.

C. Without the Customer's request, but with notice to the Customer. The Utility may discontinue service, with written notice to and without request of the Customer, for the following reasons:

1. Failure to repair any leak in the Customer-Owned Service Line or appurtenances between the Tap and Meter, including the Tap itself, or in any Private Fire Service or other unmetered facility;

2. Failure to timely pay in accordance with Chapter 52 of the Fort Wayne Code of Ordinances and/or these Rules and Regulations, any water bill or other charges in connection with water utility service, installations or facilities at the service address or any other service address associated with the Customer, or otherwise, except as noted hereafter;

3. Failure to provide unobstructed and non-hazardous access to the Premises and Meter, appliance and/or other Utility owned equipment so representatives of the Utility can take Meter readings, make all necessary inspections, and maintain, replace, or remove the Meter, appliances and/or equipment of the Utility;

4. Failure to maintain approved Meter settings, including pits and vaults;

5. Failure to pay any account or amount owing to the Utility for damage to Utility property, or for labor or material furnished to repair the damage;

6. If the Utility discovers that a Customer has issued or caused to be issued any invalid form of payment (for example, a bad check, invalid bank account number, invalid credit card number, etc.) to avoid discontinuance of service; or

7. Failure to pay a deposit when required in accordance with these Rules and Regulations.

D. The general conditions for discontinuance of water service under Rule 6.C. are as follows:

1. The Utility shall give written notice, either mailed to such Customer at his or her billing address as shown on the Utility's records or personally delivered to

him or her or to an adult person 18 years of age or older on the Premises, advising the Customer of the proposed discontinuance of service and stating that service shall be discontinued if the reason for discontinuance remains uncorrected. Whenever feasible, this notice shall be given at least five (5) days in advance of the discontinuance.

2. The Utility shall not discontinue service for non-payment on any day on which the Utility's offices are closed to the public, or after twelve noon (12:00 p.m.) on the day immediately preceding any day on which the Utility's offices are not open to the public.

3. A service charge approved by the IURC shall be assessed for any administrative action associated with discontinuance of water service or for having to make a trip to the Premises to turn water off at the Curb Stop. In the event a Customer corrects the deficiency or default prior to discontinuance of service, the Utility, in its discretion, may waive the assessment of said service charge.

4. Utility personnel in the field shall accept no payments in lieu of discontinuance of service.

5. Following discontinuance, water service to the Premises shall be restored upon proper application when the conditions under which service was discontinued have been corrected to the satisfaction of the Utility, when all charges due from the Customer have been settled, and when arrangements have been made to provide access to the Premises during the next or any subsequent regular working day. Same day service may be available for an additional fee, in accordance with the Utility's Miscellaneous Rates and Charges. Charges for same day service may be collected in advance or added to the Customer's next regular monthly bill at the Utility's discretion.

6. If the discontinuance or restoration of service involves any excavation work by the Utility, the cost of such work shall be the responsibility of the Customer, and the City shall not be responsible for any damage to the Premises as a result of such excavation work.

7. If the Utility schedules an appointment with the Customer for turning on the service or for any other reason and the Customer fails to keep that appointment necessitating an additional trip to the Premises by the Utility, an Additional Trip Charge shall be added for each and every additional service trip as set forth in the Utility's Miscellaneous Rates and Charges.

8. If, following discontinuance, the Utility determines a Customer's water service has been turned on without authorization, the Utility shall turn off the water and take steps as reasonably necessary to prevent any future unauthorized use of water. The Customer shall be assessed an Unauthorized Usage Shut-off

Charge as set forth in the Utility's Miscellaneous Rates and Charges and may be prosecuted for theft of Utility property and services, at the Utility's discretion. Further, if persistent problems occur with regard to unauthorized use of water, the Utility may permanently disconnect the water service unless the Owner agrees to establish and maintain the account in his or her name.

9. In the event any Person shall be aggrieved by any determination by the Utility under the foregoing, said Person may seek an Administrative Review in accordance with Rule 30.

RULE 7. PROHIBITED DISCONTINUANCES

A. Except as otherwise provided, the Utility shall postpone or cause to be postponed the discontinuance of service under Rule 6 for ten (10) days if, prior to the discontinuance date specified in the notice of discontinuance, the Customer provides the Utility with an approved medical statement from a licensed physician or public health official on the appropriate Utility form, which states that discontinuance of service would be a serious and immediate threat to the health or safety of a permanent resident in the household of the Customer and executes an agreement to pay for the service. This postponement shall be continued for one additional ten (10) day period upon the furnishing of an additional medical statement.

B. The Utility shall not terminate service to the Customer:

1. Upon the Customer's failure to pay for service rendered to a different address, residence or location unless such bill has remained unpaid for at least forty-five (45) days.

2. Upon the Customer's failure to pay for services rendered to a previous occupant of the Premises to be served, unless the Utility has good reason to believe the Customer is attempting to defraud the Utility by using another name and/or I.D.

RULE 8. PERMANENT DISCONNECTION OF WATER SERVICE

In order to reduce the potential of leakage from the Water Distribution System, when water service is no longer needed at a service address, the Utility's Water Maintenance and Service Department shall disconnect the service from the Water Main supplying it, and the expense for said disconnection shall be borne by the property Owner and/or developer as outlined in the latest revision of the Utility's "POLICY AND PROCEDURE FOR WATER SERVICE DISCONNECTIONS – BUILDING DEMOLITIONS", which is, by reference, incorporated herein.

A Customer will be required to pay all fixed Monthly Service Charges and any applicable

consumption charges until the service is permanently disconnected from the Water Main. A property Owner with a permanently disconnected service will still be assessed a fire protection fee based on the service size of the property prior to being disconnected from the Water Main.

RULE 9. RESALE OF WATER PROHIBITED

The water service furnished under these Rules and Regulations is for the personal use of the Customer on his or her own Premises. No Customer is permitted to resell any water or service without the written consent of the Utility.

RULE 10. INCREASE IN LOAD

The Water Distribution System and Meters supplied by the Utility have finite capacities; no material changes in the number or type of equipment and/or water-consuming appliances located on the Premises shall be made unless the Customer notifies the Utility, obtains the Utility's prior written approval of such changes, and pays any applicable fees resulting from the changes, including any applicable system development charges.

RULE 11. UTILITY'S RESPONSIBILITY FOR SERVICE

A. The Utility will use reasonable care and diligence to avoid interruptions and fluctuations in its service, but it cannot and does not guarantee that interruptions and fluctuations will not occur. Variations in pressure or volume of flow are to be expected. Customers requiring uniform service, an uninterrupted supply, or uniform pressure or volume shall make their own special arrangements on their Premises. Customers needing special arrangements for uninterrupted service may also be required by the Utility, exercising its sole discretion, to install multiple Meters or multiple backflow devices to allow the Utility to test Meters and backflow devices or repair Meters during the Utility's normal business hours and to allow the Customer to repair its backflow devices.

B. The Utility shall not be liable for damages of any kind or character for any deficiency in pressure, for failure of water supply, for bursting or breaking of any Water Mains, City-Owned Service Lines, Customer-Owned Service Lines, Curb Stops, Taps, valves or fixtures, wherever located, for any deficiency in any attachment to Water Mains, City-Owned Service Lines, Customer-Owned Service Lines, service branches or any other facilities used by the Utility, or for any other interruption of water supply caused by breaking of machinery, stopping for repairs or for any reason or occurrence beyond the reasonable control of the Utility. The Utility shall not be responsible for damage caused by changes in water quality that is or might be due to cleaning facilities that comprise the Water Distribution System, or the opening or closing of any gate valves or hydrants or any other cause when the same is not due to the Utility's lack of reasonable care.

C. The Utility shall not be liable for any failure or delay in performing any of the things undertaken by it under any service contract when such failure or delay is caused by strike, acts of God, unavoidable accident, or other contingencies beyond the Utility's reasonable control and in no manner due to its fault or negligent acts or omissions.

ARTICLE IV - SERVICE CONNECTIONS

RULE 12. WATER MAIN EXTENSIONS

The Utility requires developers, firms and/or corporation(s) to pay for the cost of the water main extensions that are required or necessary to provide new domestic and commercial developments with water service and/or fire protection. This policy intends to place the cost of installation of local water mains upon the owners of the properties benefited. Such main extension(s) shall be made in accordance with 170 Ind. Admin. Code § 6-1.5 and the latest revision of the Utility's WATER MAIN EXTENSION POLICY, which is by reference incorporated herein.

RULE 13. SERVICE CONNECTIONS

A. Residential Service Connections.

1. For properties not currently served with City water, or those desiring additional service, application should be made to the Utility's Development Services Department. The Customer shall present to the Development Services Department a list of devices that are to be attached to the Water Distribution System, giving the location of each device. The Utility will then advise the form and character of the supply available and all costs, including assessments, availability fees, Tap fees, and any other applicable fees that will apply based on the location and size of service requested. All fees shall be satisfied prior to service installation.

2. Once a request for new or additional service has been submitted, the Development Services Department will order the Tap and send a service request for installation of the Tap to the Utility's Water Maintenance & Service Department. The Utility reserves the right to determine the placement of each Tap and Curb Stop. As a general rule, the Curb Stop should be located between the present or proposed sidewalk and the curb. The Utility may approve a different location if the Utility determines, in its discretion, said location will provide safer, more convenient, or more satisfactory access to the Curb Stop.

3. Except as outlined in the DEVELOPER INSTALLED WATER TAPS POLICY or as set forth below, the Utility will furnish the labor, equipment and materials for, and install or cause to be installed, the Tap into the Water Main, the Curb Stop, and the City-Owned Service Line located between the Tap and the Curb Stop. The Customer shall pay the Utility a Tap Fee for the cost of such installation. For regular three-quarter inch (3/4") through two-inch (2") services installed by the Utility, a standard price shall be charged as set forth in Sections 52.26 and 52.27 of the Fort Wayne Code of Ordinances. For three-quarter inch (3/4") through two-inch (2") services requiring longer

than usual runs or runs made in congested areas and for services larger than 2 inches (2"), the actual or estimated cost of the installation shall be charged. Owners also shall have the option to install the Service Pipe on their own, in which case the Utility will furnish the labor, equipment and materials to install the Tap only.

4. The Customer, at his or her own expense, shall install or cause to be installed the Customer-Owned Service Line that runs from the Curb Stop to the building receiving water service. The Utility and the Allen County Building Department shall have the right to inspect each Customer-Owned Service Line installation for proper materials and depth of service before the service trench is backfilled. The Utility and the Allen County Building Department must be informed when the work is completed so an inspection can be performed prior to backfilling. If notice is not provided, the Owner of the Premises may be required by the Utility to uncover the work so the inspection can be performed. Additionally, the quality of materials and workmanship for the Customer-Owned Service Line shall be the Customer's responsibility and must comply with state plumbing code requirements and the Utility's specifications and standards as outlined in the Utility's Design Standards Manual.

5. Upon approval of the Tap, the Utility will assess any appropriate System Development Charges, and an order will be initiated for installation of the Meter.

B. Non-Residential Service Connections.

1. For new Non-Residential service, the Applicant must first contact the Development Services Department and provide the proposed site plan.

2. Upon receipt of a request for new service, the Development Services Department will identify all applicable permit fees, Tap fees, System Development Charges, etc., which fees must be paid prior to installation of Tap.

3. Once the appropriate fees have been paid, the Utility will initiate installation of the Tap in accordance with Section 13.A.3. The Customer will then be responsible for installing the Customer-Owned Service Line as set forth in Section 13.A.4.

4. Any Customer-Owned Service Line that is three-inches (3") or larger in diameter shall be disinfected and tested in accordance with ANSI/AWWA C651-99, or the latest revision, at the Customer's expense, before the water supply to the Premises served by such line is activated. The Customer or the Customer's contractor shall perform the disinfection and testing of the service line. Results of bacteriological testing carried out per ANSI/AWWA C651-

99, or the latest revision, shall be reported in writing to the Utility by a laboratory qualified to make such an analysis and acceptable to the Utility.

C. Water shall not be turned on at a Premises until all of the foregoing steps have been completed and there is at least one adult Person, 18 years of age or older, present to see that all water outlets on the Premises are closed to prevent water leakage or damage. Only a Utility representative shall turn on water, unless authority to do so is otherwise expressly granted by the Utility. It is a violation of both these Rules and Regulations and the Fort Wayne Code of Ordinances for anyone other than a Utility employee to make any such turn-ons without express written consent.

D. As a general rule, water service shall be furnished through a single Service Pipe to only one Premises. Where a single Premises consists of several units or buildings, is served by a single Service Pipe, and is connected directly to a public Water Main, the Owner of the Premises has the option of metering each unit or building separately, in which case a separate Curb Stop must be provided for each metered unit or building and must be located outside of the building where it is accessible to the Utility unless an alternative arrangement is approved by the Utility. In the case of a Private Distribution System (e.g., mobile home communities and strip malls), the Private Distribution System will be master metered at the point(s) of connection to the Water Main. The master meter will serve as the basis for calculating all water and sewer charges on the Premises. There will be no option to separately meter each unit or building connected to a Private Distribution System

E. In the case of a Multi-on-One Connection, the Utility reserves the right, in its discretion, to order the Owner(s) to separate the connection by installing separate Curb Stops, or by having new Taps and Service Pipes installed for each separate Customer. Any such order to separate a Multi-on-One Connection shall be sent to the Owner(s) by certified mail, return receipt requested, along with a copy of this Rule. If the Owner(s) fail to respond to the Utility within ten (10) days of date of the notice provided by the Utility, expressing their intent to complete the separation, the Utility, in its discretion, may discontinue water service to all affected Customers, in accordance with Rule 6 of these Rules and Regulations. In such a case, the Utility shall have the option to separate the Multi-on-One Connection using its own workforce or have the separation made. When the Utility separates the Multi-on-One Connection or has the separation made, the Utility shall have the authority to charge the affected Owner(s) for the total cost of the service separation. Such charges constitute a lien on the affected real estate in accordance with Ind. Code § 36-1-6-2.

F. Notwithstanding Rule 13.E., if a Multi-on-One Connection or Service Pipe has been installed prior to the adoption of and not in accordance with these Rules and Regulations and water is being taken through a single Curb Stop to supply two or more units, buildings, Premises, or Customers, the Utility, in its discretion, may allow the arrangement to continue if the Owner(s) benefiting from such arrangement voluntarily agree to be responsible for the payment of the water bills and all other related charges for service supplied through the single Curb Stop. In such a case, the

account(s) must remain in the Owner's name. Otherwise, the Utility may choose to require separation by installation of separate Curb Stops in accordance with Rule 13.E.

G. All Service Pipes, Curb Stops, and other fixtures installed for the purpose of obtaining water service shall comply with the technical specifications of the Utility as set forth in the Utility's Design Standards Manual.

RULE 14. MAINTENANCE OF SERVICE PIPES AND METER BOXES

A. The City-Owned Service Line from the Water Main to and including the Curb Stop shall be maintained in good repair at the expense of the Utility. This includes replacement of necessary parts due to damage, corrosion, tuberculation, or other deterioration. However, if replacement is required due to increased demand by the Customer, such replacement shall be at the Customer's expense.

B. With the exception of the Meter, the Customer-Owned Service Line shall be maintained at the expense of the Customer or Owner of the Premises, and any leaks or other defects shall be promptly repaired by the Customer or Owner. If needed repairs are not made to a Customer-Owned Service Line within five (5) days after written notification by the Utility, water service may be discontinued and/or the Customer or Owner may, at the discretion of the Utility, be charged a penalty in accordance with Section 10.99 of the Fort Wayne Code of Ordinances for each day that the defect is allowed to remain. The Utility shall also have the power and authority to make such repairs as necessary to protect the Utility upon an Owner's failure or refusal to make necessary repairs within the five (5) day period. The Utility shall have the authority to seek reimbursement from the Owner for the work, including court costs and attorney fees incurred through collection proceedings.

C. The Utility may operate private Curb Stops at the Utility's discretion. In doing so, the Utility does not assume responsibility for any damage or leakage that might occur. Any repairs to private facilities shall be at the Customer's expense. It is the Customer's responsibility to maintain all private facilities in operating condition, at an accessible location.

D. All meter boxes (including so called pits or vaults) constructed or installed by the Owner, regardless of location, and any such boxes installed by the Utility on private property, shall be maintained in good repair by the Owner, at the Owner's expense. If an approved, frost-proof meter box located within a public right-of-way is installed by the Utility, the Utility shall maintain such box at its expense. However, the Utility shall not maintain portion of the Service Pipe leading to and from such meter box, except the City-Owned Service Line. No meter boxes shall be approved for location within a public right-of-way.

E. Appointments are typically scheduled in advance for maintenance performed by the Utility. Failure to cancel a scheduled appointment at least twenty-four (24) hours in advance of the appointment time may result in the assessment of a Service Call Charge as set forth in the Utility's Miscellaneous Rates and Charges.

RULE 15. FROZEN MAINS AND SERVICE PIPES

A. The Utility shall not be required to attempt to thaw Service Pipes, including Customer-Owned Service Lines.

B. Upon request by a Customer, the Utility, in its discretion, may agree to make an investigation (excluding any excavating) and inform the Customer of any conditions found upon the Premises which might cause or allow the freezing of a Service Pipe and advise the Customer of the steps necessary to remedy such condition. A charge may be levied for such investigation.

RULE 16. INSIDE PIPING AND SERVICE PIPES

A. Each Applicant for water service shall, at his or her own expense, equip the Customer-Owned Service Line with a suitable shut-off valve or valves just inside the foundation wall and shall provide all piping and attachments, all of which shall be assembled, installed, and maintained by the Customer, subject to the approval of any authorized inspectors and in accordance with these Rules and Regulations and the Utility's Design Standards Manual.

RULE 17. CROSS-CONNECTIONS AND BACKFLOW

A. No cross-connections or conditions that might potentially permit the backflow of contaminants and/or pollutants from a Customer's Premises into the Water Distribution System shall be permitted. Any piping systems located on a Customer's Premises shall conform in all respects to the latest revision of the Indiana Administrative Code, the Indiana Department of Environmental Management Cross Connection Control and Backflow Prevention Manual, the Utility's Design Standards Manual, and Chapter 52 of the Fort Wayne Code of Ordinances.

B. Backflow prevention devices must be tested upon installation and periodically thereafter per 327 IAC 8-10 and Chapter 52 of the Fort Wayne Code of Ordinances.

C. Copies of all test reports on backflow devices are to be submitted to the Utility or its designated agent.

D. Failure install a backflow prevention device when required and failure to comply with the annual testing requirements may, at the discretion of the Utility, result in

discontinuance of water service in accordance with Rule 6 of these Rules and Regulations.

RULE 18. BOOSTER PUMPS

A. No booster pump shall be installed that take suction or supply from the Water Distribution System without the written approval of the Utility.

B. Any booster pumps authorized by the Utility must conform to the Utility's Design Standards Manual.

RULE 19. ACCESS TO PREMISES

A. Properly authorized representatives of the Utility shall have the right to enter upon the Customer's Premises at all reasonable times for the purpose of reading, inspecting, repairing, testing, removing, relocating or replacing the Meter or Meters used in connection with the water service and for inspecting and/or testing backflow prevention devices, atmospheric tank installations, booster pump vacuum breaker valves, and general plumbing. Failure to allow access to the Customer's Premises for the above purposes after receipt of a written request shall be cause for discontinuance of the service.

B. Utility personnel shall not be required to go upon Premises deemed unsafe due to the existing condition or circumstances on the Premises.

If a Utility representative determines repair work or testing would be unsafe due to existing conditions on the Customer's Premises, the Customer shall be notified in writing and shall have thirty (30) days to complete the necessary repairs to allow for safe working conditions for Utility personnel. Provided, however, the Utility may shorten the period of time to complete the repairs if an emergency exists when determined by the Utility to be reasonably necessary or appropriate. Failure to complete the necessary repairs within the timeframe specified in the notice shall result in discontinuance of service.

ARTICLE V - METERS

RULE 20. METERING

A. Ownership and Size of Meter and Pit. All Meters shall be owned, installed, removed and maintained by the Utility. The Utility shall determine the kind and size of Meter to be used in connection with any water service. Except as provided in Rule 22.C., all Meter pits, Meter pit covers and other materials comprising the Meter pit facilities shall be purchased, owned, installed, removed, and maintained in a safe manner by the Customer. Repair to or replacement of missing or damaged Meter pit lids for public safety reasons shall be made by the Utility but at the Customer's expense. Each Customer shall pay a fee for installing a Meter as set forth in the Utility's Miscellaneous Rates and Charges.

B. Location and Protection of Meter and Pit.

1. Meters larger than 1-inch shall be installed in an approved Meter pit or inside the structure served. However, if, in the Utility's judgment, a backflow prevention device is required, it shall be located adjacent to the public right-of-way or easement line unless otherwise approved by the Utility prior to installation. Meters shall always be placed upstream of backflow prevention devices.

2. Unless otherwise approved by the Utility, Meters 1-inch and smaller shall be installed in a Meter pit approved by the Utility located on the Customer's property adjacent to or near the public right-of-way or easement line.

3. Upon request of a Customer and before installation, the Meter pit will be located at the point requested by the Customer if practicable and in accordance with sound utility standards. The Meter pit must be constructed to protect the Meter from freezing and damage from vehicular traffic and placed in a location that is convenient and accessible for the Utility representatives. The pit location should be designed to prevent an inflow of service water.

4. Meters which cannot be installed in outside pits shall be located inside the structure served as approved by the Utility. An inside Meter shall be as near as possible to the point where the Customer-Owned Service Line enters the building in a clean, dry, safe place, protected from freezing and hot water and not subject to wide temperature variations. In case of damage to a Meter or any of its immediate attachments by reason of any negligent act or omission on the part of the Customer (including, but not limited to, the freezing of an inside Meter), the Customer shall pay the Utility the charge for a lost, stolen, or frozen Meter as set forth in the Utility's Miscellaneous Rates and Charges.

5. The Meter shall at all times be accessible for reading, inspection, and removal for testing. The Utility reserves the right to put seals on any water Meter or on its coupling for any Premises and turn off the water supply if such seals are found broken or removed. The Utility, in its discretion, may also pursue other remedies as set forth in Rule 20.G.

C. Change in Location. All changes in the location of a Meter shall be approved by the Utility and, except as hereinafter provided, shall be made at the Customer's expense. Whenever the Customer-Owned Service Line to a Premises having an inside Meter is replaced, the Meter shall be relocated in a Meter pit approved by the Utility located on the Customer's property adjacent to or near the public right-of-way or easement line, in which case the Utility, at its expense, will provide the Customer with the Meter connection, pit cover, lid and Curb Stop, to be installed by the Customer at his/her expense.

D. Multiple Meters. Where water for a Premises is metered at more than one location for or at the request of the Customer, each location shall be billed separately except as provided in these Rules and Regulations. If the Utility determines that water for a Premises should be metered at more than one location for the convenience of the Utility, Meter readings shall be aggregated and billed as if from a single Meter. In no event will Meter readings be aggregated for two or more Premises. Unless otherwise specified in the contract between the Utility and the Customer, or by the tariff on file, all water supplied shall be measured by a Meter or Meters of standard manufacture, furnished and installed by the Utility according to the requirements of the Utility in force and effect at that time. The Customer shall provide, at the Customer's expense, a suitable place in the basement, in an approved meter box, or in another location approved by the Utility for installation of the meter.

E. Meter Replacement. If a Meter requires replacement, the following procedures may be employed by the Utility at its discretion:

1. Ordinary replacements shall be made by the Utility without expense to the Customer. The Utility will document the reads of the existing and replacement Meters and other related information via digital image or other acceptable practice.

2. Meter repairs and/or replacement necessitated through Customer neglect or negligence shall be charged to the responsible Customer. Where a frozen meter must be replaced and such is not discovered until after the Customer's utility account has been finalized, the prior Customer shall still be responsible for the cost of the repair or replacement. The Customer may, at the Utility's discretion, be denied water service at a different address until such cost is paid, or if service was already established prior to discovery of the frozen Meter, the cost of the repair may be added to the Customer's bill at the new service address. If a Customer leaves the Utility's service area, the Utility still

reserves the right to bill the Customer for the cost of the replacement and pursue all appropriate remedies for collection of said cost.

F. Meter Testing. A Meter shall be tested for accuracy by the Utility if the Customer requests it. The Utility will advise the Customer to first investigate the Premises for other reasons for excessive water usage before requesting removal of the Meter for a shop test. Meters shall be tested in accordance with the AWWA standards for cold water meters. The Customer may have a representative present when the investigation is made and/or the Meter is tested.

1. If leaks are found or if the Meter is determined to be in compliance with the AWWA standards, the Utility, in its discretion, may charge the Customer for making the investigation and/or the test in accordance with the Utility's Miscellaneous Rates and Charges. If a Meter is found in compliance with AWWA standards but the Customer still wants to have the Meter replaced, the Utility will replace the Meter at the Customer's expense.

2. Testing of Meters shall not be made more frequently than once in twelve (12) months, unless the Customer has abnormally high billings or other unusual, unexplainable circumstances. A report of the results of the Meter shop test shall be kept by the Utility.

G. The Utility shall place seals on all water Meters and by-passes, in and for any Premises, and replace such seals that are found to be broken or removed. Meter coupling locks may be installed at the option of the Utility. The water supply may be turned off if such seals are found to be broken or removed. If such seals are found broken or removed, or the Meter itself is found to have been tampered with or removed, the Utility shall charge the Customer three (3) times the average consumption for customers of that class, for the period for which it is determined what usage was not metered. Further, in such circumstances the Customer may, at the discretion of the Utility, be prosecuted for theft of City Utilities property and services in accordance with Fort Wayne Code of Ordinances, Chapter 52.01.

H. Where water is taken through one Meter servicing a multi-unit dwelling, the Utility shall require the Owner of the Premises to maintain the billing in the Owner's name.

ARTICLE VI - BILLING

RULE 21. ESTABLISHMENT OF RATES

The Common Council of the City of Fort Wayne establishes the rates and charges for the use of and the services rendered by the Utility, subject to the approval of the Indiana Utility Regulatory Commission.

These rates generally are based upon consumption expressed in "units" and measured in cubic feet. A "unit" is 100 cubic feet of water, which equals 748 gallons.

Each Customer shall pay a Monthly Service Charge, consumption charges calculated under the metered rate schedule most recently approved by the Common Council and the Indiana Utility Regulatory Commission, and a monthly fire protection fee.

A copy of the schedule of all fees/rates and charges discussed herein is available from the Customer Support Department located at 200 E. Berry St., Ste. 140, Fort Wayne, Indiana 46802. Rates can also be found online at http://amlegal.com.

RULE 22. BASIS FOR MONTHLY BILLING

A. Monthly billing consists of fixed Monthly Service Charges, variable charges based on the Customer's consumption, and a fire protection fee.

B. All charges for water usage, other than for unmetered fire service, shall be calculated upon the registration of the Meter(s) installed, which registration shall be prima facie evidence of the amount of water used. In the case of a Private Distribution System, a master Meter shall be installed at each point of connection to the public Water Main, which shall serve as the basis for calculating the charges for water and sewer service to the Premises served by the Private Distribution System.

C. The Utility shall collect readings from the Meter or Remote Reading Device each month. Should the Remote Reading Device or Meter fail to send a read or indicate that tampering has occurred, the Customer shall be billed on an estimated basis until the problem has been resolved.

   For the purposes of estimating a read, the Utility will use the Customer's average previous consumption to determine the estimated usage for the period. If the Customer has no consumption history, six (6) units will be charged each month until an actual reading is obtained. Following the first new estimated reading thereafter, the account will be adjusted to charge for the actual consumption. Billings based on estimated consumption shall be due and payable to the same effect as bills rendered on actual reads. Late charges assessed on estimated as well as actual reads shall not be refundable or pro-rated in any manner.

C. The City shall require that a Remote Reading Device be installed at the exterior portion of the Premises or in an alternative location determined to be acceptable by the Utility.

D. All water passing through the Meter or Meters shall be charged for, whether used, wasted or lost through leakage.

E. The Utility reserves the right to adjust Customer accounts when billing errors are discovered.

RULE 23. PAYMENT

A. Bills shall be rendered monthly. If a bill is not paid on or before the due date indicated on the bill, the Customer shall be considered delinquent. If a Customer is delinquent and the past due balance is not paid in full on or before the date specified in a notice to the Customer, the Customer's water service shall be subject to discontinuance. The Utility, in its discretion, may charge a fee for mailing paper statements as reflected in the Utility's Miscellaneous Rates and Charges, provided such charge is approved by the IURC if required.

B. NON-SUFFICIENT FUNDS
Checks or payments returned for non-sufficient funds or any other reason shall be subject to the fee that the banking institution charges to the Utility plus an administrative charge as set forth in the current Miscellaneous Rates and Charges.

C. Failure to receive a bill shall not affect the right of the Utility to discontinue service for non-payment as above provided.

D. An agreement to pay may be executed between the Utility and an approved representative of the Customer at the sole discretion of the Utility in order to avoid discontinuance of service or in other special circumstances. At the time of the execution of a payment agreement with a term of two (2) months or more, the Customer must agree to pay all future service bills as they become due. Failure to fulfill the terms of the payment agreement shall make the same null and void, and the total unpaid past due amount, together with any associated service charges related thereto, shall become due. Failure to comply with the conditions of the payment agreement may, at the discretion of the Utility, result in discontinuance of service without further notice.

E. Disputing the accuracy of a bill shall not be a valid reason for non-payment or partial payment of a bill by the Customer and shall not stop the accrual of finance charges on the delinquency. The Customer may pay a bill under protest by providing written notice of request for an Administrative Review at the time of payment. Such written notice must be filed with the Utility's Chief Officer of Customer Support prior to the due date of the bill.

F. All water charges follow the Customer rather than the property. If a Customer moves from a Premises where water service has been supplied, such Customer shall be held responsible for the payment of all bills for charges incurred at the Premises while the Customer owned or occupied the Premises. The Customer will not be held responsible for charges incurred after the Customer moves from the Premises, provided the Customer has supplied legal documentation of property ownership change, or proof of the new Customer's identity and date of transfer to the Customer Support Department in accordance with Section 3.F. of these Rules and Regulations. If the Utility determines that a service address has experienced Customer(s) with excessive uncollected billings over a two (2) year period, the Utility, in its discretion, may reject an application for water service at such address in accordance with Rule 3.H. of these Rules and Regulations.

G. Moving from one location to another in no way absolves the Customer from any unpaid charges incurred at a previous location. A Customer's service may, at the discretion of the Utility, be discontinued for failure to pay any unpaid charges due, regardless of the Premises with respect to which the charges were incurred.

H. Transfer of the property by contract or assignment does not absolve the Customer from any charges until the Customer has given proof of such transfer. This proof must be acceptable to the Utility.

I. Any sum that the Utility is ordered to refund for utility service, which has remained unclaimed for seven (7) years after the Utility has made diligent efforts to locate the person who made such payment or the heirs of such persons, shall be presumed abandoned and treated in accordance with Indiana Unclaimed Property Act.

RULE 24. ERRORS AND ADJUSTMENTS

A. Adjustment Due to Meter Error. If a Meter is found to have a percentage error greater than two (2) percent, or such other percentage allowed by the Indiana Utility Regulatory Commission for public utilities, the following procedure for the adjustment of bills shall be observed:

1. *Stopped or Slow Meters*. When a Meter is stopped or has a negative average error (i.e. is slow in excess of two (2) percent) the Utility, in its discretion, may charge the customer an amount estimated to be an average charge for one-half of the time elapsed since the previous test, or six months, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the Meter over corresponding periods either prior or subsequent to the period for which the Meter is determined to be slow or stopped.

2. *Faster Meters*. In the rare case that a Meter is found to have a positive average error (i.e. - is fast, in excess of two (2) percent), the Utility shall

refund or credit the Customer's account with the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous test, or six months, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the Meter over corresponding periods either prior or subsequent to the period for which the Meter is determined to be fast. No part of a service charge shall be refunded.

B. Adjustment Due to Stuck or Slow Remote Reading Device. Whenever it is discovered that a discrepancy exists between the amount of usage registered by a Customer's water Meter and the corresponding Remote Reading Device, the read obtained from the Meter shall control. If the Customer owes the Utility for usage not previously billed, accommodations shall be offered to allow the Customer time to pay the balance due, after any necessary adjustments have been made as follows:

In determining the appropriate amount to be charged for that usage registered by the Meter but not captured by the Remote Reading Device, an effort shall be made to identify the onset of the problem from the Customer's usage history. If this can be pinpointed to a reasonable degree of certainty, the excess number of units shall be pro-rated back on a monthly basis to that date. Billing adjustments shall be calculated by making appropriate corrections to reflect the utility rates and taxes in effect at all relevant times. If the approximate date of original error cannot be ascertained, these adjustments shall be made back to the date of the most recent inside/meter read or the date the Meter/Remote Reading Device was set, subject to Rule 24.C.

C. All billing errors, including incorrect tariff applications, shall be adjusted to the known date of the error or for a period of six (6) years, whichever period is shorter. In no case shall the Customer be billed for more than six (6) years usage, whether actual or estimated.

D. In the event any property is found to be connected to the Water Distribution System without payment of all charges and fees required, water service shall be discontinued unless and until a contract is executed by the Customer, a deposit, if required under Rule 4, is paid, and an appropriate Curb Stop and Meter is installed. The Customer shall be billed for the period of use, subject to Rule 24.C. and may be charged with theft of service or defrauding the Utility, if the Utility determines such action is warranted.

E. Any person aggrieved by any determination or billing hereunder may request an Administrative Review in accordance with Rule 30 of these General Rules and Regulations. No request for an Administrative Review shall, however, serve to permit the Customer to receive, or require the Utility to supply water, without payment of all sums billed and deposits required. In the event that the Customer prevails following the Administrative Review process, all monies paid under this Rule shall be refunded except any required deposit and monies determined to be due and owing.

RULE 25. COLLECTIONS, LATE CHARGES AND DELINQUENCY

A. In addition to any other remedies available to the Utility at law or in equity, the Utility, in its discretion, may bring a civil action to recover any delinquent charges together with interest at the statutory rate, the costs and disbursements of said action, and a reasonable attorney fee.

B. All bills for water services not paid on or before the due date indicated on the bill shall be subject to a fee as set forth in the Utility's Miscellaneous Rates and Charges.

RULE 26. TEMPORARY WATER

A. Upon request by a Customer, the Utility, in its discretion, may approve the use of Temporary Water, and the following procedure shall be used:

1. All Temporary Water needed for commercial construction or projects shall require a Meter to be installed to measure the amount of water used.

2. A set-up charge for installing, removing, testing, repairing the Meter and invoicing of the water shall be made for those accounts established for less than a three-month period and/or those set on fire hydrants. The set-up charges shall differentiate between Meters up to and including 3" and those that are larger than 3", as set out on the Utility's Miscellaneous Rates and Charges.

3. All water used shall be invoiced in accordance with the applicable rate schedule under Chapter 52 of the Fort Wayne Code of Ordinances.

4. The Customer shall assume the liability for damage to or theft of all Utility property, including the Meter. The Customer shall notify the Utility when service is no longer required and request removal of the Meter by the Utility.

5. In no instance shall the Utility allow the Customer to cross streets with hoses or piping. Hosing of water from one Premises to another shall require prior written approval of the Utility and a release of liability from both parties.

6. Requests for Temporary Water for residential construction purposes may, at the discretion of the Utility, require the installation of a Meter or other arrangements made through the Utility which action shall initiate service described in Article III herein and shall be billed accordingly.

7. All Meters fees for Temporary Water shall be billed to the initiating Customer until the Utility receives notice to discontinue the same.

8. Operation of a Utility fire hydrant or curb stop by any unauthorized Person for the purpose of obtaining water without written permission from the Utility shall subject the user to penalty as outlined in Section 52.01 of the Fort Wayne Code of Ordinances.

9. The Customer must also comply with any Terms and Conditions of the Temporary Meter Program. The most recent version of these Terms and Conditions is available at: http://utilities.cityoffortwayne.org

B. Bulk water may also be provided at certain locations approved by the Utility. Attending staff shall monitor the bulk water loads and provide written documentation to the Utility for billing of water used, in accordance with the Utility's standard rate schedule. Customers receiving bulk water shall comply with all backflow and cross-connection prevention requirements.

RULE 27. IRRIGATION METERS

Upon request from a Customer, the Utility, in its discretion, may activate an irrigation or water-only account. The Customer, or his or her representative of legal age, may be required to be present to activate service, for which a fee shall be charged.

Each Customer shall pay a Monthly Service Charge based on the Meter size, in addition to variable consumption charges calculated under the applicable rate schedule. The service is considered available, whether used or not. If a Customer desires to terminate the irrigation or water-only account, it is the Customer's responsibility to physically sever the irrigation system from the Water Distribution System. At all times while an irrigation system remains connected to the Water Distribution System, the Customer must have a working backflow preventer installed and tested on an annual basis.

RULE 28. PRIVATE FIRE SERVICE

A. The entire Private Fire Service on a Customer's Premises shall be subject to inspection and tests at such times as deemed necessary by the Utility. It shall be the Customer's responsibility to obtain the test from a qualified inspector and provide the results of the test to the Utility within the timeframe specified by the Utility in any notice requiring such testing.

B. Before any modifications are made to any Private Fire Service or before service is furnished to any new Private Fire Service connected to or proposed to be connected to and supplied with water from the Water Distribution System, the Owner of the Private Fire Service, or his contractor or engineer, shall file final plans for such Private Fire Service with the Utility and receive approval. The following shall be included in the final plans:

1. The number of sprinkler heads to be served;

2. The sizes and location of the Private Fire Service piping;

3. The sizes and locations of all connections to the Utility's Water Mains;

4. The sizes, locations and types of all valves;

5. The sizes and locations of all hose connections, reels and/or cabinets;

6. The sizes and locations of storage tanks connected to the fire system;

7. The outlet sizes and locations of all fire hydrants; and

8. The type and location of all approved backflow prevention assemblies.

C. New Service. The Owner of the Private Fire Service, or his contractor or engineer, shall provide certification to the Utility that the system has been disinfected and tested in accordance with the latest revision of ANSI/AWWA C651-99. Results of bacteriological testing carried out per the latest revision of ANSI/AWWA C651-99 shall be reported in writing to the Utility by a laboratory qualified to make such an analysis and acceptable to the Utility.

D. Existing Service Modification. Modifications to or extensions of existing Private Fire Service are permitted to be supplied with water from the existing system without disinfection or testing provided that the change does not require a new Tap or a modification of an existing Tap. If the Private Fire Service is to be supplied with water from a new Tap, or if a change in Tap size or location is required, disinfection and testing in accordance with the latest revision of ANSI/AWWA C651-99 shall be required for the Private Fire Service modification or extension. Disinfection and testing of the Tap will be required per the applicable sections of these Rules and Regulations.

E. An unmetered Private Fire Service is furnished for the sole purpose of supplying water for the extinguishment of accidental fires and use of water from such a service connection for any other purpose is absolutely forbidden. Any violation of this provision shall be considered unauthorized use of water and shall subject the offender to the penalty provided in the Fort Wayne Code of Ordinances and to a bill for the estimated quantity of water improperly used.

F. Hydrants and other fixtures connected to a Private Fire Service may, at the option of the Utility, be sealed by the Utility and such seal shall be broken only in case of fire or as specifically permitted by the Utility. The Customer must immediately notify the Utility when any such seal is broken.

G. Where a single Tap on a Utility Water Main provides water for both fire and general purposes to a Customer or Customers, separate charges shall be made for each purpose to each Customer by the Utility in accordance with the established rules and schedule of rates.

H. In the event water to a Private Fire Service is discontinued for non-payment or any other reason, the Utility shall report the water outage to the State Fire Marshall or appropriate authorities.

I. A Private Fire Service, at the option of the Customer and after approval by his or her insurance company, may be connected to the Customer's water service. The monthly charge for such combined fire and general-purpose uses shall be as set out in the established scheduled rates. Any additional investment cost incurred by the Utility in such metering must be paid by the Customer; maintenance of such Meter shall be at the Utility's expense.

J. Whenever a Private Fire Service is to be tested under the regulations of the Customer's insurance company, the Customer shall notify the Utility of such proposed test, naming the day and the hour when the test is to be made so the Utility can have a representative present for the test, if desired.

29. WATER RATIONING EMERGENCY

Following notice of a water rationing emergency, Customers of the Utility shall be limited to water use in accordance with the following Excess Use Charge Schedule:

EXCESS USE CHARGE SCHEDULE

1) Water consumption shall be limited to not more than 70% of the average volume of water consumed by that Customer during the months of March and April of the current year.

2) No Customer shall be required to use less than five (5) units per month (5 units per month equals 3,740 gallons per month).

3) In the event that the Customer was not served by the Utility, an average base use, by Customer class, shall be determined from the average use during the months of March and April of the current year of all Customers within each class.

4) For the purposes of these Rules and Regulations, all Customers other than residential Customers shall be classified as commercial Customers.

5) Commercial Customers without a prior history of March-April consumption from the current year shall be limited to not more than 70% of the average monthly volume of

water used during the months said commercial water Customer was in business and was a Customer of the Utility.

6) The amount of water consumed by each Customer that exceeds the established quota shall be billed by the Utility at ten (10) times the amount of consumption at the original rate step of the Utility's current rate schedule.

7) The declaration of a water rationing emergency shall constitute an emergency as described in Rule 6 of these General Rules and Regulations, which gives the Utility authorization to discontinue service for any unauthorized use, as determined by the Utility.

8) Concurrent with a rendering of a billing for any excessive usage, Utility shall issue a "warning." Said warning shall serve as notification to the Customer that should subsequent billings exceed the established base, service may be discontinued. Service shall be restored according to Rule 6 of these Rules and Regulations.

9) Should discontinuance of service occur due to violation of the Excess Use Charge Schedule provided herein, service shall be restored after payment of the Same Day Service Reconnection Charge set forth in the Miscellaneous Rates and Charges, which shall be in addition to any other charge normally assessed according to these Rules and Regulations.

10) Any person aggrieved by any determination by the Utility may request an Administrative Review as provided in Rule 30 of these Rules and Regulations.

ARTICLE VII – ADMINISTRATIVE REVIEW

RULE 30. ADMINISTRATIVE REVIEW AND HEARINGS

A. In any event that the Utility shall determine to deny service (under Rule 3) or to discontinue service (under Rule 6, Rule 13, or Rule 19), the Utility shall give written notice of such determination.

B. The Utility assesses service charges, charges for water service, delinquency and late charges, and charges for labor and materials. The rendering of a bill shall be deemed notice of such charge.

C. If a Customer disputes a fee, charge, or determination by the Utility, the following procedures shall apply:

1. The Customer shall first contact the Customer Support Department within twenty (20) days after notice of the fee, charge, or determination at issue to discuss the dispute with a Customer Support Department representative. For purposes of this paragraph, the monthly bill shall constitute notice of any fee or charge. For all other determinations by the Utility, notice is considered provided once the written determination has been mailed to the Customer.

2. If the matter is not resolved to the Customer's satisfaction, the Customer shall discuss the determination with a supervisor in the Customer Support Department. If after discussion with the supervisor, the matter is still not resolved, the Customer shall discuss the determination with the Chief Customer Officer for the Utility.

3. If the matter is still not resolved to the Customer's satisfaction after talking with the Chief Customer Officer, the Customer may request an administrative hearing. This request shall be made after the matter has been discussed with the Chief Customer Officer, but in no event later than thirty (30) days after notice of the fee, charge, or determination at issue.

4. If a Customer requests a hearing, the facts concerning the dispute along with a clear request for an administrative hearing shall be submitted in writing to the Chief Customer Officer for the Utility at 200 E. Berry St., Ste. 130, Fort Wayne, IN 46802 or via e-mail. Upon receipt of the Customer's request, the Chief Customer Officer will schedule a hearing at which the Customer may appear and be heard.

5. The Director of the Utility shall designate a hearing officer who shall conduct, as soon as practicable, an informal hearing to determine the circumstances and facts and resolve the dispute. The hearing shall be electronically recorded. A transcript of the hearing shall be provided, upon request of the Customer, at the cost of $1.00 per page.

6. The hearing officer shall render a decision at the close of the hearing, or within sixty (60) days thereafter. The determination by the hearing officer shall be final and shall constitute the final administrative determination.

D. A party or Person aggrieved by the final administrative determination shall have the right to judicial review of such determination in accordance with and pursuant to the provisions of applicable Indiana law.

ARTICLE VIII - RULES

RULE 31. PRESENT RULES SUPERSEDE ANY PRIOR RULES

Any rules and regulations heretofore promulgated by the Utility governing the services supplied by the Utility are superseded and replaced by these Rules and Regulations and any other policies and regulations referred to herein and made a part hereof.

RULE 32. ENFORCEMENT OF RULES

A. The remedies provided to the Utility in these Rules and Regulations shall not be exclusive and shall be in addition to any other remedies available to the Utility at law or in equity.

B. The power to enforce the provisions of these Rules and Regulations is vested in the Director of the Utility or his or her designee.

RULE 33. AMENDMENTS AND REVISIONS

The Board of Public Works of the City of Fort Wayne, Indiana, may, by appropriate action, amend, modify, delete, change or otherwise revise these Rules and Regulations as it may deem to be desirable and/or necessary.

APPROVED by the Board of Public Works in its regular meeting on October 12, 2021.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

CITY UTILITIES CONTRACT FOR ANNUAL ON-CALL CONSTRUCTION SERVICES

RESOLUTION NO. 108-10-12-21-4

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs to be performed on Utilities distribution and collection systems. Such repairs may include, but are not limited to: main breaks, main leaks, fire hydrants, service leaks, valve repairs or replacements, force main leaks or repairs, storm system repairs, sanitary sewer repairs, and combined sewer system repairs and replacements.

It is the intent of the Utility, for purposes of emergencies, to have a list of available contractor(s) names, emergency numbers, and equipment accessible to the Utility.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 12 DAY OF October, 2021

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CITY UTILITIES ANNUAL ON-CALL ASPHALT CUT REPAIR SERVICES
RESOLUTION NO. 108-10-12-21-5

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 12 DAY OF October, 2021

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0040A

LUDWIG ROAD RELOCATION PROJECT

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Ludwig Road from Oakbrook Parkway to Coldwater Road by adding new streets with curb & gutter, sidewalks, drive approaches, ADA ramps, storm sewers, detention pond, green infrastructure, and a roundabout at the intersection of Ludwig Road and Oakbrook Parkway. The project will also include the installation of a small structure on Ludwig Road at Sumner Drain, the milling of the existing asphalt surface and a new overlay of asphalt. Following the installation of the new infrastructure the project will include restoration of all areas disturbed with new topsoil and grass.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19 day of October, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT
Chris Guerrero, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

SNOWFALL ROAD SANITARY SEWER REHABILITATION
RESOLUTION NO. 83646

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the improvements to replace and stabilize the ditch bank where the existing sanitary sewer is exposed.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Snowfall Road Sanitary Sewer Rehabilitation.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $ 241,250.

APPROVED THIS 19 DAY OF October, 20 21.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

2022-2024 CURED IN PLACE PIPE (CIPP) PREQUALIFICATION REQUEST FOR QUALIFICATIONS (RFQ)

Resolution No. 108-10-19-21-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Whereas, City Utilities Engineering has defined reasonable benchmarks of experience and quality for which all contractors wanting to utilize Cured In Place Pipe (CIPP) technology within our jurisdiction should be able to meet and surpass; and

Whereas, the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area; and

Whereas, this project is of public utility benefit; and

Whereas, numerous CIPP projects are planned to be competitively bid and constructed in the 2022 through 2024 calendar years; and

Whereas, the Board of Public Works resolves that it is in our customer's best interest and the Utility's best interest, that we continue to allow only qualified bidders to bid on these type of specialized rehabilitation projects.

APPROVED THIS 19 DAY OF October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: ABSENT
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0436X

Production Road over Spy Run Creek Bridge Rehabilitation

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The projects consists of demolition of the bridge superstructure, installation of new rip-rap and installation of a new bridge superstructure and appurtenances.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26 day of October, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

2021 Sewer Open Cut 1
RESOLUTION NO. 76881

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the open cut excavation to repair nine areas of partially collapsed sewers located throughout the City.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 2021 Sewer Open Cut 1.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $702,000.00.

APPROVED THIS 26 DAY OF October, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1921	Lake Avenue	William H. Bougher and Barbara E. Bougher	Permanent Easement	$3,500	Acquired

TOTAL: **$3,500**

2021 River Intrusion and Manhole Rehab
RESOLUTION NO. 76926

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the rehabilitation of approximately 40 sewer manholes by coating structures, repairing voids, casting adjustments, and modifications throughout the City.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 2021 River Intrusion and Manhole Rehabilitation.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $203,000.00.

APPROVED THIS 26 DAY OF October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

RESOLUTION NO. 108-10-26-21-1

A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY FROM THE ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT PURSUANT TO INDIANA CODE §§ 36-1-11-8 AND 5-22-22-10

WHEREAS, the City of Fort Wayne, Indiana ("**City**"), is an Indiana municipality that, by and through its Board of Public Works, is authorized under Indiana Code § 8-1.5 and 36-9-23 to provide water and sewer service inside and outside of its municipal boundaries;

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana ("**Board**"), is responsible for operating, maintaining, and overseeing the daily operation of the City's municipally owned water and sewer utilities;

WHEREAS, the Common Council of the City of Fort Wayne, Indiana ("**Common Council**"), is the municipal legislative body for the City and is responsible for adopting all rates and charges for the services of its utilities and approving the issuance of bonds (the proceeds from which can be used to acquire or construct utility facilities);

WHEREAS, the Allen County Regional Water & Sewer District ("**District**") is a regional water and sewer district governed by Indiana Code § 13-26 that was established for the purpose of providing sanitary sewage service in a service territory delineated in the 1979 Order of the Indiana Stream Pollution Control Board in Cause No. B-422 as amended from time to time ("**Territory**");

WHEREAS, the District owns a sewage collection and distribution system that is used for transporting sewage for treatment from the customers in the Territory, which is composed of certain real and personal property;

WHEREAS, the City may, subject to Indiana Code §§ 36-1-11-8 and 5-22-22-10, acquire real and personal property from the District upon terms and conditions agreed upon by the City and the District as evidenced by the adoption of substantially identical resolutions;

WHEREAS, the City now desires to acquire all of the District's real and personal property that is used for the provision of sewer (and water) service in the Territory;

WHEREAS, the City and the District have proposed to enter into a Utility System Asset Acquisition Agreement ("**Agreement**"), which describes the terms and conditions of the acquisition, upon the adoption of substantially identical resolutions (the Agreement is attached as "Exhibit A"); and

WHEREAS, the Board, by adoption of this Resolution, desires to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. The Board hereby approves the acquisition of all of the District's real and personal property on the terms and conditions set forth in the Agreement.

2. The President of the Board is hereby individually authorized to execute any and all documents necessary to effectuate the terms and conditions of the Agreement on behalf of the Board.

3. Any and all documents executed or actions taken by the President of the Board in connection with the actions contemplated by this Resolution are hereby approved and ratified.

4. This Resolution shall become effective upon passage and upon compliance with the procedures required by law.

Passed and adopted this 26th day of October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

Date: 10.26.2021

ATTEST: _____
Michelle Fulk-Vondran, Clerk

EXHIBIT A

UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT

By and Between

THE CITY OF FORT WAYNE, INDIANA, AS BUYER,

and

THE ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT, AS SELLER

Dated

August 25, 2021

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UTILITY SYSTEM
ASSET ACQUISITION AGREEMENT

THIS UTILITY SYSTEM ASSET ACQUISITION AGREEMENT, is made and entered into as of this 25th day of August, 2021, by and between the City of Fort Wayne, Indiana (the "**City**"), and the Allen County Regional Water & Sewer District (the "**District**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS:

A. The City and District are separate governmental entities and political subdivisions of the State of Indiana located in Allen County, Indiana;

B. As an Indiana municipality, the City, by and through its municipal utilities (i.e. City Utilities), is authorized under Ind. Code §§ 36-9-23 to provide sewer service inside and outside of its municipal boundaries;

C. The District is a regional water and sewer district governed by Ind. Code § 13-26 et seq. that was established for the purpose of providing sanitary sewage service in a service territory ("**Territory**") delineated in the 1979 Order of the Indiana Stream Pollution Control Board in Cause No. B-422 as amended from time to time ("**Formation Order**")

D. The District owns a sewage collection and distribution system (the **"District Sewage System"**) that is used for transporting sewage for treatment from the customers in the Territory to the wastewater facilities owned by the City, as well as to the facilities owned and operated by Cities of Woodburn and New Haven, Indiana;

E. The District now desires to transfer to the City all its assets, property, and other rights for the provision of sewer service in the Territory (collectively, the Purchased Assets as defined below) on the terms and subject to the conditions set forth in this Agreement;

F. At Closing, the City will own and merge into its existing system all of the Purchased Assets, and the City will, in turn, manage, operate, maintain, and use the Purchased Assets to be the exclusive provider of sanitary sewer service in the Territory; and

G. On the Closing Date, the Parties anticipate the following: (i) the District will use its available funds, after payment of all costs and obligations not being assumed by the City, including by not limited to costs associated with the Contemplated Transaction by this Agreement and final payment of any and all obligations and wages due to the District's employees ("**Excluded Liabilities**", to assist in reducing the amount necessary to defease or "pay off" its outstanding indebtedness (**"District**

Bonds"); (ii) the City will issue new sewage revenue bonds (**"City Bonds"**) in an amount sufficient that (along with the District Bonds) will completely pay off all of the District Bonds (after the offset for the available District funds); and (iii) the City will assume any and all liabilities of the District, including the obligation to serve all customers within the Territory.

H. After closing, the bulk of the District's customers will receive an overall reduction in their monthly user fees from approximately $118.00 per month to $80.12 per month.

I. The Parties believe that this agreement is in the best interest of the District, the customers within the Territory, and the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and agreements contained herein, the receipt and sufficiency of which are agreed to and acknowledged by the Parties, the Parties agree as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.1 DEFINITIONS. As used in this Agreement, the terms outlined in this Section shall have the following meanings:

"Acquired Contracts" means those contracts, commitments, agreements, leases, and/or supply or service agreements to which the District is a party as listed on **Appendix I** attached hereto and incorporated herein.

"Agreement" means this Utility System Asset Acquisition Agreement, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

"Appendices" means **Appendices A** through **U** attached to and made a part of this Agreement.

"Assumed Liabilities" means all debts, liabilities, obligations, and other financial or service obligations of District to be assumed by the City on the Closing Date either, including, but not limited to, those items set forth on **Appendix N** or otherwise identified in this Agreement as being assumed by the City.

"Board" means the Board of Public Works of the City of Fort Wayne, Indiana.

"City Utilities" means Fort Wayne City Utilities.

"Closing" means the closing of the transaction contemplated by this Agreement at which the Purchase Price (as defined herein) is paid by the City and all of the Closing Documents are executed by the Parties.

"Closing Documents" means the documents identified in Section 6.2(B) of this Agreement.

"Closing Date" has the meaning set forth in Section 6.1 of this Agreement.

"Common Council" means the Common Council of the City of Fort Wayne, Indiana.

"Contemplated Transaction" means: the (i) acquisition by the City of all the District's sanitary sewer assets (i.e. **"Purchased Assets"**, as defined herein); (ii) the assumption of all the District's Assumed Liabilities; and (iii) the provision of service to the District's customers at a lower monthly user rate.

"Easements" means all rights, privileges, easements, licenses, prescriptive rights, rights-of ways, and rights to use public and private roads, highways, streets, railroads, and other areas owned or used by District in connection with the construction, reconstruction, installation, expansion, maintenance, and operation of the Purchased Assets (as defined below).

"**Environmental Law**" includes all federal, state, and local environmental laws and regulations, including, without limitation: (1) the United States Clean Water Act (also known as the United States Federal Water Pollution Control Act), 33 U.S.C. §§ 1251 et seq.; (2) the United States Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; (3) the United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. (also known as Superfund); (4) the United States Superfund Amendment and Reauthorization Act of 1986, Public Law 99-499, 100 Stat., 1613; (5) the United States Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; (6) the United States Safe Drinking Water Act, 42 U.S.C. § 300j-8; (7) Title 13 of the Indiana Code; and (8) regulations related thereto. Any reference to legislative act or regulation shall be deemed to include all amendments thereto and all regulations, orders, decrees, judgments, or notices issued thereunder.

"Excluded Assets" means those assets, properties, and rights, both tangible and intangible, real and personal, of the District described in Section 3.2(C) and **Appendix L** hereto, which such Excluded Assets shall not be sold, conveyed, or transferred to the City pursuant to this Agreement.

"Permitted Exceptions" means those exceptions described in **Appendix M** hereto.

"Real Property" means the real property relating to the Purchased Assets, which is owned by the District and is to be conveyed to the City pursuant to this Agreement.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel, or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, value added, alternative, add-on minimum, and other tax, fee, assessment, levy, tariff, charge, or duty of any kind whatsoever and any interest, penalty, addition, or additional amount thereof imposed, assessed, or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

SECTION 1.2 CONSTRUCTION AND INTERPRETATION.

A. Singular and Plural. Words that indicate a singular number shall include the plural in each case and vice versa, and words that indicate a person shall include legal entities, firms, and corporations.

B. Meaning of Certain Terms. The terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the date of execution of this Agreement.

C. Gender. Words that reference only one gender shall include all genders.

D. Construction of Agreement. This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 1.3 INCORPORATION. The Appendices and Exhibits hereto and each of the documents referred to therein are incorporated and made a part hereof in their entirety by reference.

SECTION 1.4 SECTION HEADINGS. Any headings preceding the texts of the Articles, Sections, Appendices, or Exhibits in or to this Agreement shall be incorporated herein and shall be used to interpret the intent of this Agreement.

ARTICLE II

REPRESENTATIONS OF PARTIES

SECTION 2.1 REPRESENTATIONS OF THE CITY. The City makes the following representations and warranties to the District:

A. Authorization. The City has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of the City and no other proceedings on the part of the City are necessary to authorize this Agreement or the consummation of the Contemplated Transaction. This Agreement has been duly and validly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms.

B. No Conflict. Neither the execution and delivery of this Agreement

by the City, nor the consummation of the Contemplated Transaction by the City will be in violation of, or conflict with, any City ordinance, resolution, or other internal documents.

C. No Brokers or Finders. The City has not employed any broker or finder or incurred any liability for any brokerage or finder's fees or commissions or similar payments in connection with this Agreement or the Contemplated Transaction.

SECTION 2.2 REPRESENTATIONS OF THE DISTRICT. The District makes the following representations and warranties to the City:

A. Organization; Authorization. The District was formed and operates and exists pursuant to the Formation Order; is authorized to do business in such jurisdiction; and has all requisite corporate power and authority to enter into the Contemplated Transaction.

B. No Default; Binding Obligation. Except as disclosed in **Appendix F**, the District, to the best of its knowledge, is not in default under any provisions of the laws of the State of Indiana material to the performance of its obligations under this Agreement. The execution, delivery, and performance of this Agreement, and the consummation by the District of the Contemplated Transaction, have been duly authorized by all necessary board action on the part of the District. Assuming the due authorization, execution, and delivery by the City, this Agreement will be valid and enforceable against the District in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization, or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with the general principles of equity.

C. No Litigation or Administrative Proceedings. Except as disclosed in **Appendix F**, there are no current actions, suits or proceedings at law or in equity pending or, to the District's knowledge, threatened against the District before any federal, state, municipal, or other court, administrative or governmental agency or instrumentality, domestic or foreign, which would affect the Purchased Assets or the District's right and ability to make and perform this Agreement; nor is the District aware of any facts which to its knowledge are likely to result in any such action, suit, or proceeding. The District is not materially in default with respect to any permit, order, or decree of any court or of any administrative or governmental agency or instrumentality affecting any of the Purchased Assets. The District agrees and covenants that it shall have a continuing duty to disclose to the City up to and including the Closing the existence and nature of all pending or threatened judicial or

administrative suits, actions, proceedings, and orders which in any way materially relate to the construction, operation, or maintenance of the District Sewage System or the Purchased Assets.

D. No Brokers or Finders. The District has not dealt with any broker, salesman, or finder in connection with the transactions contemplated by this Agreement, and no sales commissions or finder's fees are due or payable as a result hereof.

E. Ownership of Purchased Assets. The District is the sole owner of the District Sewage System and the Purchased Assets.

F. Appendices. The District has delivered to the City the following Appendices, subject to any qualifications stated in the Appendices:

1. **Appendix A** is a schedule providing recording references to the recorded documents evidencing the District's ownership interest in each parcel of Real Property to be conveyed to the City.

2. **Appendix B** is the form of the Assignment and Assumption of Easements which is intended to assign all the District's easements to the City as of the Closing.

3. **Appendix C** contains a list of the material assets of the District comprising the District's utility facilities to be conveyed to the City.

4. **Appendix D** is a schedule of material construction work in progress with respect to the Purchased Assets.

5. **Appendix E** is a schedule of all current or active federal permits or applications from or filed with the Indiana Department of Nature Resources ("IDNR"), the Indiana Department of Environmental Management ("IDEM"), or any other local, state, or federal agency, together with effective dates and any expiration dates, which authorize the operation of the Purchased Assets by all such applicable governmental authorities and which schedule designates which, if any, of these permits are not transferable.

6. **Appendix F** is a schedule of litigation and material regulatory non- compliance issues affecting the Purchased Assets, which issues are known to the District and which may include notices of violation, inspection, or enforcement actions and specifically identifying the non-compliance issues identified by the regulatory authority.

7. **Appendix G** is an inventory of the material, equipment, tools, parts, laboratory

equipment, computer equipment, and other personal property, other than the Excluded Assets, used by the District in connection with the operation of the District Sewage System to be conveyed to the City.

8. **Appendix H** is a schedule of all operating and vendor contracts affecting the District Sewage System and which are to be assumed by the City.

9. **Appendix I** is a schedule of all Acquired or Assumed Contracts that will be transferred to the City under the terms of this Agreement.

10. **Appendix J** is the current District Ordinance setting forth the existing schedule of rates, fees, and charges that the District is authorized to impose.

11. **Appendix K** is a schedule of notices received by the District regarding environmental or operational non-compliance with respect to the District Sewage System in the last five (5) years.

12. **Appendix L** is a schedule of Excluded Assets.

13. **Appendix M** is the list of Permitted Exceptions.

14. **Appendix N** is a list of those debts, liabilities, obligations, and other financial or service obligations of District to be assumed by the City on the Closing Date but not otherwise listed in this Agreement as being assumed by the City.

15. **Appendix O** is a schedule of sanitary sewer boundaries.

16. **Appendix P** is a Limited Special Warranty Deed for the conveyance of all Real Property set forth in **Appendix A**.

17. **Appendix Q** is a form of Petition to Indiana Department of Environmental Management.

18. **Appendix R** is a schedule of District Individual Septic Systems

19. **Appendix S** is the form of Interlocal Agreement.

20. **Appendix T** is the City's Policy for Grinder Pump Stations which will be in effect after Closing.

21. **Appendix U** is a Schedule of Class II Customers and their Expected Refunds.

22. Appendix V is a schedule of known material issues with the District Sewage System.

G. Compliance with Law. To its knowledge, the District is not in violation of any governmental law, rule, regulation, permitting condition, or other governmental requirement of any type or nature which violation would have a material adverse effect on the District Sewage System or the Purchased Assets.

H. Environmental Matters. To the knowledge of District, (1) there are no hazardous substances (as that term is defined in the Environmental Laws) located upon or beneath the Real Property to be conveyed to the City at concentrations that could reasonably be expected to result in the owner or operator of such Real Property being required to remediate such hazardous substances under Environmental Laws, and (2) except as set forth in **Appendix K**, the District is in material compliance with all applicable Environmental Laws relating to the District Sewage System. Except as set forth in **Appendix K**, the District has not received any written notice from any governmental authority finding material non-compliance with applicable Environmental Laws relating to the District Sewage System.

I. Condition of Assets. The management, officers, and directors of the District have no knowledge of material facts or issues, other than normal wear and tear normally occurring in like systems, adversely affecting the physical condition of the District Sewage System or the Purchased Assets which are not readily observable or which have not been disclosed in Appendix V. The City agrees, however, that it will take ownership of and title to all Purchased Assets in "as is" condition at Closing.

J. Necessary Easements and Land Rights. The District hereby represents and warrants that it has, to the best of its knowledge, and the City will have, all easements, rights of way, and land rights necessary for the operation, maintenance, and replacement of the Purchased Assets. The District further represents and warrants that all of its current facilities are, to the best of its knowledge, located within the Easements or upon property that the District owns and will be transferring to the City as part of this transaction.

ARTICLE III

PURCHASE AND SALE OF ASSETS

SECTION 3.1 PURCHASE AND SALE COVENANT. At the Closing, the City shall purchase, and the District shall sell and convey to the City, the Purchased Assets upon the terms and subject to the conditions set forth in this Agreement. At the Closing, the City shall assume responsibility for the performance and satisfaction of the District's obligations with respect to the Purchased Assets which constitute Assumed Liabilities in accordance with this Agreement.

Notwithstanding anything contained in this Agreement to the contrary, in no event shall the City assume responsibility for the Excluded Liabilities.

SECTION 3.2 PURCHASED ASSETS.

A. District Assets Needed or Necessary for Service. The assets of the District to be purchased by the City hereunder (the "**Purchased Assets**") shall consist of any and all assets, business properties, and rights (both tangible and intangible) of the District and that the District owns, possesses, and are necessary to own, operate, replace, expand, and/or maintain the District Sewage System, including, but not limited to, the following:

1. All fee simple Real Property with respect to the District Sewage System as described in **Appendix A** hereof;

2. All Easements and land rights that the District owns or holds;

3. All collection and transmission system piping, pumping, and effluent and disposal facilities of every kind and description whatsoever including, without limitation, all trade fixtures, leasehold improvements, lift stations, pumps, generators, controls, tanks, distribution, collection, or transmission pipes or facilities, valves, service connections, and all other physical facilities, appurtenances and property installations used in the operation of the District Sewage System including but not limited to those items described in **Appendix C**, together with an assignment of all existing and assignable third-party warranties and ownership documents that relate to completed or in progress construction as more particularly described in **Appendix D**;

4. All as-built surveys and water plans, plats, engineering, and other drawings, designs, blueprints, plans and specifications, maintenance and operating manuals, engineering reports, calculations, computer studies, non-corporate accounting, and non-corporate business records and all other information relating to the District Sewage System in the District's possession;

5. To the extent that they may be lawfully transferred, all necessary regulatory approvals subject to all conditions, limitations, or restrictions contained therein; all existing permits and other governmental authorizations and approvals of any kind necessary to construct, operate, expand, and maintain the Purchased Assets according to all governmental requirements, as more specifically described in **Appendix E** to this Agreement;

6. The following records in paper and electronic form, as available: (i) all information required by applicable law to be maintained related to the Purchased Assets; (ii) all information provided to the City through the due

diligence process; (iii) engineering project files; (iv) electronic map files; (v) plans for engineering projects; (vi) environmental files; (vii) developer files; (viii) daily operations logs; (ix) operations files; (x) any consents or administrative orders; (xi) service and warranty records; (xii) equipment logs and operating guides and manuals; (xiii) database of customer accounts and customer records; (xiv) updated fixed asset list; and (xv) copies of the general ledger;

7. All claims of the District against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent, relating to: (a) the Purchased Assets; and (b) a tacking of time periods for any prescriptive easement or adverse possession claim;

8. All of the Assumed Contracts relating to the Purchased Assets listed in **Appendix I**.

9. After payment of all Excluded Liabilities, all deposits, cash on hand and in accounts, certificates of deposit, debt service reserve accounts for the District Bonds, any funds set aside to make principal and interest payments on such bonds, and any other cash equivalents; and

10. All accounts receivable, tap and inspection fees, connection charges, and any other fees which are due and payable to the District.

B. No Encumbrances on Purchased Assets. The Purchased Assets shall be conveyed by the District to the City free and clear of all liens or encumbrances, subject to the Permitted Exceptions listed in **Appendix M**.

C. Exclusion of Certain Assets. The Purchased Assets do not and shall not include the Excluded Assets, if any as set forth in **Appendix L** to this Agreement.

D. Exclusion of Certain Liabilities. The City assumes any and all debts, liabilities, obligations, or other financial or service obligations of the District except for the Excluded Liabilities or except as may be otherwise provided hereunder or as may be otherwise provided in writing.

SECTION 3.3 PURCHASE PRICE. As initially noted in recital G, the Contemplated Transaction is generally designed so that the City will use the remainder of the District's available funds (and/or proceeds from the disposal of any Purchased Assets) on hand and the proceeds from the City Bonds to defease or pay off all of the District Bonds. For purposes of this Agreement, the purchase price ("**Purchase Price**") for the Purchased Assets shall be the principal amount of, and any accrued interest on, the District Bonds after application of the available District funds. Based on a report from the District's financial advisor, the estimated

outstanding principal balance on the District Bonds as of closing is $12,756,000.00; the estimated accrued interest through Closing is $117,092.98; and the amount of available District funds to apply against such outstanding balance will be approximately $2,500,000.00. Accordingly, the Purchase Price will be approximately $10,373,092.98. These amounts will later be "trued-up" as of the Closing Date and agreed upon by the Parties.

SECTION 3.4 CITY BONDS AND USE OF DISTRICT FUNDS. The City shall use the available District funds and issue revenue bonds (i.e. the City Bonds) in an amount sufficient to defease the District Bonds so that the District can, in turn, transfer the Purchased Assets free and clear of all liens and encumbrances and without any other debt. In an effort to achieve the lowest possible rate for the District's customers, the City will pursue a low interest loan and grant from the Indiana Finance Authority.

ARTICLE IV

CONDITIONS PRECEDENT TO CLOSING ON THE PURCHASED ASSETS

SECTION 4.1 PROVISION OF INFORMATION BY DISTRICT.

A. Information in Appendices. The District shall have gathered, and delivered to the City, the information described and to be encompassed by **Appendices A** through **U** hereof, which are more particularly described in Section 2.2 hereof.

B. Plans and Specifications. The District shall have made any plans or specifications for the Purchased Assets and other information related to the operation of the Purchased Assets that is available to the District available to the City, or its representatives (including City Utilities), for inspection during normal business hours and upon reasonable advance notice from the City.

A. Approval by any Regulatory Agencies. To the extent required, approval of this Agreement and the transfer of permits, licenses, or other approvals to the City so that the District is permitted to proceed with the Contemplated Transaction.

C. Interlocal Agreement. Mutual execution by the District and the City of the Interlocal Agreement, as hereinafter defined.

D. Termination of Certain Agreements. All service agreements between the Parties will effectively be terminated at closing without any further action of the Parties.

E. Representations, Warranties, and Agreements. (i) The representations and warranties of the City set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date as though made at such time; and (ii) the City shall have performed and complied in all material respects with the obligations contained in this Agreement

at or prior to the Closing;

SECTION 4.2 CONDITIONS PRECEDENT OF THE CITY. The obligation of the City to consummate the Contemplated Transaction is subject to satisfaction of the following conditions, unless waived by the City in writing:

B. Inspection. The completion of any inspections, reviews, audits, testing, and any other financial, legal, regulatory, and similar due diligence, in the City's sole discretion, on or before December 10, 2021;

C. Condition of Purchased Assets. The Purchased Assets shall be in a condition satisfactory to the City, in its sole discretion, after the completion of any appropriate inspections, reviews, and audits;

D. Financing. The City shall have obtained financing from the Indiana Finance Authority that is acceptable to the City, in its sole discretion, to enable it to pay the Purchase Price and assist it in performing its other obligations under this Agreement;

E. Approval by any Regulatory Agencies. To the extent required, approval of this Agreement and the transfer of permits, licenses, or other approvals to the City so that it can operate the Purchased Assets.

F. Assignment of Existing Service Agreements. The City shall obtain assignments of the District's agreements with the City of Woodburn, Indiana ("Woodburn"), City of New Haven, Indiana ("New Haven"), and Aqua Indiana, Inc. ("Aqua") (and all other agreements listed on Exhibit I). The District shall use commercially reasonable efforts to obtain the foregoing assignments; provided, however, the failure to secure any such assignments shall not be a breach of this Agreement by the District.

G. Termination of Certain Agreements. All service agreements between the Parties will effectively be terminated at closing without any further action of the Parties.

H. No Loss or Destruction. The Purchased Assets shall not either individually or in the aggregate have suffered any material loss, damage, destruction, casualty, or condemnation;

I. Representations, Warranties, and Agreements. (i) The representations and warranties of the District set forth in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date as though made at such time; and (ii) the District shall have performed and complied

in all material respects with the obligations contained in this Agreement at or prior to the Closing;

J. Litigation. No actions or proceedings have been instituted or threatened in writing by any person, entity, or governmental body, seeking to restrain or prohibit or to recover damages relating to or arising out of the Contemplated Transaction;

K. Title Insurance. A title insurance policy insuring the title to the Real Property shall be obtained at the District's expense and shall: (i) not contain any exceptions to coverage except for the Permitted Exceptions; and (ii) insure that the City is acquiring good and marketable title to the Real Property;

L. Schedules. The City shall have, in writing, and, in its sole discretion, approved and be agreeable to the form and content of each and every schedule attached hereto or referred to herein, such approval being subject to the City's satisfaction and acceptance of matters arising out of and related to such schedules after review, including but not limited to, decrees, orders, and pending litigation affecting the Purchased Assets, and the ability to legally assume the Acquired Contracts; and

M. Obligations Satisfied at Closing. The District shall have satisfied all financial and other obligations owed to its professionals, service providers, developers, and any other third party that are Excluded Liabilities as of the date of Closing.

SECTION 4.3 CONSENTS AND APPROVALS. The Parties shall have received evidence, in form and substance reasonably satisfactory to the respective counsel for the Parties, that all material consents, waivers, releases, authorizations, approvals, licenses, certificates, permits, and franchises, as may be necessary to lawfully consummate the Contemplated Transaction, and for the City to continue the operations of the Purchased Assets as they are now conducted, have been obtained, including, but not limited to, the following consents and approvals:

A. The Board of Trustees for the District shall have authorized the execution, delivery, and performance by the District of this Agreement, and the consummation of the Contemplated Transaction;

B. The Board shall have authorized the execution, delivery and performance by the City of this Agreement, and the consummation of the Contemplated Transaction;

C. The Mayor of the City shall have authorized the execution, delivery, and performance by the City of this Agreement, and the consummation of the Contemplated Transaction; and

D. The Common Council shall have authorized the execution, delivery, and performance by the City of this Agreement, and the consummation of the Contemplated Transaction.

SECTION 4.4 NO PROCEEDINGS. Neither the City nor the District shall be subject to any threatened or pending litigation, injunction, preliminary restraining order, or other similar decree of a court of competent jurisdiction prohibiting the consummation of this Agreement and the Contemplated Transaction.

SECTION 4.5 DISTRICT EMPLOYEES. All District employees will be encouraged to apply for open jobs with City Utilities, other City departments, and Allen County, Indiana ("County"). Any District employees hired by the City will be subject to the same collective bargaining, budgeting, and disciplinary procedures as other City employees. The City shall be responsible for payment of all wages, salaries, and benefits under the City's benefit plans, relating to all District employees hired by the City consistent with the City's policies, procedures, and guidelines or the applicable collective bargaining agreements.

SECTION 4.6 DEADLINE TO CLOSE AND DISBURSE. Notwithstanding any other provision in this Agreement, if the Closing does not occur on or before January 31, 2022, then the District or the City shall have the option of: (1) waiving this deadline or (2) terminating this Agreement (regardless whether the other Party waived this deadline), thereupon the City and the District shall have no liability and no further obligations to each other under this Agreement.

ARTICLE V

CERTAIN AGREEMENTS

SECTION 5.1 USER RATES FOR DISTRICT CUSTOMERS. Monthly rates for all District customers would change at Closing to no more than the sum of:

1. City Rates. The City flat sewer rate which will be the inside city rate or outside city rate as appropriate based on the customer's location; and

2. Capital Surcharges. Any existing capital surcharges applicable to the customer based on the customer's location, until the existing capital surcharge terminates on its own schedule. The Parties understand that approximately 395 District customers in eight neighborhoods are assessed a City monthly capital surcharge that covers the other broader costs of extending service to such customers specific to those neighborhoods (e.g. the Carrol Hand Area is $20.00 and the Flutter Wheelock Area is $22.50). These capital surcharges will continue after the acquisition and will be in addition to the rates listed in this paragraph until their termination on separate terms.

SECTION 5.2 DISTRICT BOARD. Upon execution of this Agreement, the District will petition IDEM to amend is formation order as follows:

A. New Board Makeup. The District's Board of Trustees ("**District Board**") shall be increased to nine (9) members to be appointed as follows:

1. One (1) member to be appointed by the County Commissioners for a one (1)

year term; and

2. One member to be appointed by the County Council for a one (1) year term;
3. One member to be appointed by the City of Woodburn, Indiana, for a two (2) year term; and
4. Six (6) members to be appointed by the Mayor of the City (one (1) member shall have an initial term of two (2) years; two (2) members shall have an initial term of three (3) years; and three (3) members shall have an initial term of four (4) years).

B. Woodburn Appointment. Upon expiration or termination of the current agreement between the City of Woodburn, Indiana, and the District, Woodburn's appointment shall automatically revert or be transferred to the City which will result in the number of the Mayor's appointments increasing from six (6) to seven (7).

C. Modification of Automatic Adjustment of the District's Boundary. Section 3.A.(1) shall be modified as to eliminate the automatic adjustment of the District's boundaries to exclude any territory served by the City in accordance with the terms of that Section.

D. Petition. A copy of the agreed-upon form of the Petition to be filed with IDEM is attached as **Appendix Q**. The Parties agree to file the Petition as soon as reasonably practical after the District executes this Agreement on October 27, 2021, with the intent of receiving IDEM approval of the same before Closing.

E. Term of District Board Appointments. After expiration of the initial terms, all District Board members shall serve a four (4) year term at the pleasure of the appointing authorities.

F. Role of New District Board. The District Board will initially serve as an informational Board and clearinghouse of requests for sewer and/or potable water service in the unincorporated areas of the County by:

1. Conducting education and outreach efforts;
2. Collecting requests and petitions of those interested in service;
3. Conducting feasibility, engineering or investigation studies of those areas; and
4. Forwarding such completed information to the City for further action.

G. Changes to Role of District Board. The District Board may later decide to serve a different role in facilitating the provisions of sewer and/or water service in and around the District.

H. New District Board Contingent Closing. Any IDEM order reorganizing the District Board shall be contingent upon the closing of the Contemplated Transaction and the City becoming the service provider in the Territory.

SECTION 5.3 DISTRICT SEPTIC SYSTEMS. For those District customers that were provided replacement septic systems (approximately 23 residential homes) and are listed in **Appendix R**, the City shall continue to own and operate such septic systems until the planned completion of payments (10 years from their respective start) as listed for each customer/premise/account in **Appendix R**. After all payments are made by the City and all other obligations are satisfied, the ownership of and responsibility for such septic systems will be turned over to the customers as originally planned by the District.

SECTION 5.4 ADDITIONAL CONTRACTS. The following existing contracts will be addressed as follows:

A. Existing Operation and Maintenance Interlocal Agreement Between Parties. The current Operations and Maintenance Interlocal Agreement between City Utilities and the District under which City Utilities performs certain services on behalf of the District will become void upon Closing and the City will assume all responsibility and costs for operating the District's assets.

SECTION 5.5 INTERLOCAL AGREEMENT. The District and the City will enter into a separate Interlocal Agreement ("**Interlocal Agreement**") authorizing the City to be the exclusive service provider in the Territory (established under the Formation Order) on behalf of the District, with the exception of any other territories established by state, county, or local agencies such as the Leo-Cedarville Regional Sewer District, the Maysville Regional Water and Sewer District, the City of New Haven, Indiana, the City of Woodburn, Indiana, the Town of Huntertown, Indiana, and the Town of Grabill, Indiana. The agreed-upon form of the Interlocal Agreement that will be executed by the Parties at or before closing is attached as **Appendix S**.

SECTION 5.6 GRINDER PUMP STATIONS. The Parties understand that grinder pump stations ("**GPS**") have, to date, allowed entities such as the District and City Utilities to provide sewer service to many customers that may not have otherwise been feasibly served; however, GPS are generally more costly to operate and maintain in comparison to other sewer service methods. The District shall transfer title to all GPS at Closing. The District understands that City intends that the GPS will be owned, operated, and selectively transferred in accordance with **Appendix T**.

SECTION 5.7 DISTRICT CUSTOMERS WITH PREPAID DEBT SERVICE. The Parties understand that certain District customers initially made an up-front, lump sum payment for each customer's proportionate share of the cost associated with extending service to each customer. These District customers are commonly referred to and listed as "Class II" customers in the District's rate ordinances and other documents. **Appendix U** includes a list of the District's Class II customers subject to this section (as well as the calculated refund for each customer, see below). After Closing, the City shall refund the remaining portion of the up-front capital payments to the applicable customers, and all customers shall be subject to the City's standard rates and charges.

SECTION 5.8 RIGHTS OF FIRST REFUSAL. The City recognizes that: (i) the District has agreements with New Haven and Aqua; and (ii) the agreements provide New Haven and Aqua with a right of first refusal to purchase the assets currently interconnected to each system. The City assumes all obligations of the District under these agreements, including the obligation to provide each party with notice that each may exercise its right of first refusal.

ARTICLE VI

CLOSING PROCEDURES

SECTION 6.1 DATES AND PLACE FOR CLOSING. The Closing of this Agreement and the Contemplated Transaction (the "**Closing**") shall take place at the office of City Utilities, 200 East Berry Street, Suite 270, Fort Wayne, Indiana 46802, at 10:00 a.m. on December 15, 2021 ("**Closing Date**"), or such other place as the Parties mutually agree, provided satisfaction or waiver of the conditions set forth in this Agreement.

SECTION 6.2 CLOSING.

A. Documents for Closing. At least two (2) days prior to the Closing, the District shall furnish the documents listed in this Section 6.2, all in substantially the forms to be mutually agreed upon by the Parties. At the Closing, District shall also furnish any necessary assignments, estoppel letters, releases, satisfactions, terminations, and any corrective instruments reasonably requested by the City.

B. Closing Documents. At the Closing, the City shall pay all recording fees necessary for transfer, filing, or recording the following documents affecting the transfer of the Purchased Assets to the City; these documents shall be in final form, together with any exhibits or appendices thereto, and the District shall deliver said documents to the City in the forms to be mutually agreed upon by the Parties (collectively, the **"Closing Documents"**):

1. A Warranty Deed in the form attached hereto as **Appendix P** for the conveyance of all Real Property set forth in **Appendix A**;

2. An Assignment and Assumption of Easements in the form attached hereto as **Appendix B;**

3. Transfer, Assignment, and Assumption Agreement covering all contracts, agreements, permits, and approvals and other interests in the Purchased Assets as set forth in **Appendices C, D, E, G, H,** and **I**;

4. A Bill of Sale and other documents of assignment and transfer, with full warranties of title, to all Purchased Assets other than the Real Property set forth in **Appendix A**;

5. Non-foreign affidavit, no-lien affidavit, "gap" affidavit, waiver, and release of lien, or such other forms as are customarily required for issuance of the title insurance policy referenced herein;

6. Any affidavits, certificates, estoppel certificates, corrective instruments, releases, satisfactions, or terminations reasonably necessary to consummate the transactions contemplated by this Agreement, including, but not limited to, those instruments identified by the title insurer insuring the Real Property set forth in **Appendix A**.

7. The executed Interlocal Agreement, the form of which is attached as **Appendix S**.

C. Consent From and Approval by Indiana Finance Authority. The District acknowledges that the City will issue the City Bonds (to the Indiana Finance Authority) in an amount sufficient to generate the proceeds necessary to pay the Purchase Price, as well as the soft costs associated therewith. Therefore, all Closing procedures shall be subject to the requirements of the Indiana Finance Authority.

D. Execution of Additional Documents to Effect Contemplated Transaction. From time to time prior to and after the Closing, each Party hereto shall, upon request of the other, execute, acknowledge, and deliver, or shall cause to be executed, acknowledged, and delivered, all such further acts, limited special warranty deeds, assignments, transfers or other documentation for (1) confirming deeds or correcting title in the name of the City or perfecting possession by the City of any or all of the Purchased Assets in existence or use at the time of the Closing, including the establishment of Easements of record, without resort to litigation, expenditure of monies or other extraordinary means. For clarity, it is the intent of the District to sell, transfer, and convey any and all assets of the District (i.e. the Purchased Assets) to the City. The Parties agree to execute any documents reasonably necessary to effectuate that purpose both before and after Closing.

SECTION 6.3 ACCOUNTS RECEIVABLE; CUSTOMER DEPOSITS. District hereby agrees to cooperate with the City to ensure an orderly transition of all of its customers with respect to accounts receivable, customer deposits, billing, and customer service activities, including, but not limited to, working with the City on a compatible format for transfer of customer data. After the Closing Date, any payments received with respect to utility services provided utilizing the Purchased Assets shall belong to the City.

SECTION 6.4 PROFESSIONAL FEES; COSTS. Each Party shall be responsible for the payment of the fees of its own attorneys, bankers, engineers, accountants, and other professional advisors or consultants in connection with negotiation and preparation of this Agreement and all matters arising therefrom.

SECTION 6.5 RISK OF LOSS. At all times prior to and through the Closing Date,

the District shall maintain adequate fire and extended insurance coverage for the cost of any repairs to the Purchased Assets that may be required by casualty damage. The risk of loss during the said period of time shall fall upon the District. The risk of loss shall pass to the City on the Closing Date.

ARTICLE VII

COVENANTS

SECTION 7.1 RIGHT TO ENTER; COOPERATION. After the date of execution of this Agreement and until the Closing, the District shall cooperate with the due diligence procedures of the City and shall provide the City and its representatives with access to the District's books and records for the Purchased Assets, including all relevant records of inventories, capital expenditures, maintenance, and monthly billings in the format currently maintained, and reasonable access to the Purchased Assets, all upon twenty four (24) hours' prior written notice to the District and during normal business hours.

SECTION 7.2 CONDUCT BETWEEN EXECUTION AND CLOSING. After the date of execution of this Agreement and until the Closing, the District: (i) shall conduct the operations of the District Sewage System only in the ordinary course of business in accordance with past practices and procedures, and use commercially reasonable efforts to maintain the Purchased Assets; and (ii) shall not, other than in the ordinary course of business, sell, transfer, assign, lease, or otherwise dispose of any of the Purchased Assets without the prior written notice and consent of the City:

A. No New Liabilities. Dispose of or incur liabilities with respect to, pledge, mortgage, grant a security interest in, or encumber any Purchased Assets;

B. Limited Salary Adjustments. Increase the base compensation of any District employee other than routine annual raises and merit increases;

C. No Modification of Agreements. Enter into, amend, or modify any employment or severance agreement or increase, terminate, amend, or otherwise modify in any material respect any plan or arrangement for the benefit of the District's employees; or

D. No Increased Liabilities. Increase any liabilities or obligations of the District other than in the ordinary course of business consistent with past practices and the expense projections provided to the City, including, without limitation, any capital expenditure programs.

Notwithstanding the foregoing, the District shall have the right until the Closing, to settle any or all disputes provided such settlement does not modify the District's rates, fees, charges, or revenue or materially modify the Purchased Assets.

SECTION 7.3 CITY'S LIABILITIES. The City shall not be obligated to pay any

liability arising out of or in any connection whatsoever with this Agreement from any funds except from the net revenues realized by the City after the Closing on the City Bonds and the Closing from its ownership and operation of the Purchased Assets; provided, however, this limitation shall not create any obligation or liability for the District. It is further agreed that any obligations of the City arising out of or in any manner in connection with this Agreement shall not constitute a lien on the City Utilities' water or sewage systems or any other property owned or operated by the City.

ARTICLE VIII

GENERAL PROVISIONS

SECTION 8.1 APPLICABLE LAW; JURISDICTION AND VENUE.

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

B. Jurisdiction for Disputes. The Parties to this Agreement expressly consent to the jurisdiction of, and agree that exclusive venue and jurisdiction for any litigation arising under this Agreement shall be in, any state court located in any county that is directly contiguous with Allen County, Indiana, and in the United States District Court for the Northern District of Indiana.

SECTION 8.2 NOTICE.

A. Notice to Parties. All notices, certificates or other communications hereunder shall be in writing, shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, or by courier service, charges prepaid, to the Parties at the following addresses:

If to the City, to: Fort Wayne City Utilities
200 East Berry Street, Suite 270
Fort Wayne, Indiana 46802
Attention: Kumar Menon, Director

With a copy to: Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, Indiana 46204
Attention: J. Christopher Janak, Esq.

If to the District, to: Allen County Regional Water & Sewer District
200 East Berry Street, Suite B-015
Fort Wayne, Indiana 46802
Attention: Ric Zehr, President

With a copy to: Carson LLP
301 West Jefferson Boulevard, Suite 200
Fort Wayne, Indiana 46802
Attn: Andrew Boxberger, Esq.

B. Notice Requirements. Any written notice given to one person in subsection (A) of this Section 8.2 shall also be copied and provided to all other persons identified in subsection (A) of this Section 8.2.

C. Changes of Address for Notice Purposes. The Parties may, by notice in writing given to the other, designate any future or different addresses to which the subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand, by electronic correspondence, or five (5) days after the date mailed.

SECTION 8.3 ASSIGNMENT AND JOINDER. Neither the District nor the City shall have the power or authority to assign this Agreement or any of its respective rights, duties, or obligations hereunder to a third party, without the prior written consent of the other Party. This Agreement shall be construed as solely for the benefit of the City, the District, and their successors by law, and no claim or cause of action shall accrue to or for the benefit of any other third party by reason hereof.

SECTION 8.4 AMENDMENTS AND WAIVERS. No amendment, supplement, modification, or waiver of this Agreement shall be binding upon either Party hereto unless executed in writing by such Party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, unless otherwise expressly provided.

SECTION 8.5 ENTIRE AGREEMENT. This Agreement is the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the Parties, whether oral or written, pertaining to the subject matter hereof, and there are no warranties, representations, or other agreements between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 8.6 EFFECT OF TERMINATION. In the event of the termination of this Agreement in accordance with its terms, this Agreement shall then become void and have no effect, with no liability on the part of any of the Parties to this Agreement or their affiliates, except that nothing shall relieve a Party from liability for any breach of this Agreement.

SECTION 8.7 PUBLICITY; ANNOUNCEMENTS. The Parties recognize that the Contemplated Transaction has already been addressed in a public forum. However, the Parties agree to issue an initial press release announcing the Parties' intent to consummate the Contemplated Transaction promptly following the date of execution of this Agreement and in a form which is prepared by the City and reasonably satisfactory to the District. To the extent practicable and as permitted by law, the City will coordinate with the District regarding the timing

and content of any City notices or public statements regarding the Contemplated Transaction until the expiration of fifteen (15) days after the Closing Date.

SECTION 8.8 COUNTERPARTS. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all of the Parties notwithstanding that all the Parties are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by portable document file ("**PDF**") is to be treated as an original document. The signature of any Party thereon shall be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any PDF document is to be re- executed in original form by the Parties who executed the PDF document. No Party may raise the use of a PDF or the fact that any signature was transmitted by PDF as a defense to the enforcement of this Agreement or any other document executed in compliance with this Section 7.7.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the City, the District, and the County have caused this Agreement to be duly executed and entered into on the date first above written.

CITY OF FORT WAYNE, INDIANA, BY AND THROUGH ITS BOARD OF PUBLIC WORKS

BY:_____
Shan Gunawardena, Chair

BY:_____
Kumar Menon, Member

BY:_____
Chris Guerrero, Member

ATTEST:

_____
Michelle Fulk-Vondran, Clerk

ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT

By:_____

Printed:_____

Its:_____

Attest:

_____

THE BOARD OF PUBLIC WORKS
OF THE CITY OF FORT WAYNE, INDIANA,

RESOLUTION NO. #108-10-26-21-2

A RESOLUTION AUTHORIZING AND APPROVING THE ENTRY INTO AN INTERLOCAL AGREEMENT AUTHORIZING THE CITY OF FORT WAYNE, INDIANA, TO EXERCISE ANY AND ALL POWERS NECESSARY, AND TO ASSUME ALL RESPONSIBILITY FOR, PROVIDING SEWER AND WATER SERVICES TO CUSTOMERS IN AND AROUND THE ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT'S SERVICE AREA.

WHEREAS, Indiana Code ch. 36-1-7 (the "**Interlocal Law**") authorizes the State of Indiana, political subdivisions, and state agencies to enter into interlocal cooperation agreements for the exercise of powers by one entity on behalf of another; and

WHEREAS, the Allen County Regional Water & Sewer District ("**District**") is an Indiana regional district governed by Ind. Code ch. 13-26-1, which authorizes the District to, among other things, provide sewer and water service to its customers (the "**District's Authority**"); and

WHEREAS, the City of Fort Wayne, Indiana ("**City**") is a political subdivision that owns and operates a municipally owned water and sewer utility by and through its Board of Public Works; and

WHEREAS, the Board of Public Works of the City of Fort Wayne, Indiana, ("**Board**") is a political subdivision that owns and operates a municipally owned water and sewer utility governed by Ind. Code art. 8-1.5 and ch. 36-9-23, which authorize the City to, among other things, provide water and sewer service inside and outside of the City's corporate boundaries (the "**Board's Authority**"); and

WHEREAS, the City and the Board have executed a Utility System Asset Acquisition Agreement ("**Acquisition Agreement**") with the District and desire, pursuant to the Acquisition Agreement, to enter into an Interlocal Agreement, attached hereto as Exhibit "A" ("**Interlocal Agreement**"), with the District upon closing of the transaction contemplated in the Acquisition Agreement; and

WHERES, the Interlocal Law requires that any interlocal cooperation agreement be approved and authorized by resolution or ordinance of a participating government entities; and

WHEREAS, the Board (the "**Governing Body**") desires to authorize the entry into the Interlocal Agreement for the exercise of the District's powers by the City and the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

1. Subject to the closing of the transaction contemplated by the Acquisition Agreement, the Governing Body does hereby authorize and approve the entry by the Board into the Interlocal Agreement to be dated on or about December 15th, 2021 (i.e. the date on which the City and District will effectively close on the purchase described in the Acquisition Agreement), constituting an interlocal cooperation agreement by and among the District, the City, and the Board.

2. This resolution shall become effective upon passage and upon compliance with the procedures required by law.

Passed and adopted this 26th day of October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

Date 10.26.2021

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Exhibit A

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into this 15th day of December, 2021, by and between the City of Fort Wayne, Indiana ("City"), and the Allen County Regional Water and Sewer District ("District") (collectively, the "Parties"), and shall be effective as of the Effective Date set forth below.

RECITALS

A. The City and District are governmental entities and political subdivisions within Allen County, State of Indiana.

B. As an Indiana municipality, the City is authorized under Ind. Code §§ 36-9-23-1 and § 8-1.5-1-1, et seq. (the "**City's Authority**"), to provide sewer and water service inside and outside of its municipal boundaries.

C. The District is an Indiana regional district governed by Ind. Code § 13-26-1-1, et seq., which authorizes the District to, among other things, provide sewer and water service to its customers (the "**District's Authority**").

D. Simultaneously herewith, the Parties have closed on the transaction contemplated by a Utility System Asset Acquisition Agreement ("Acquisition Agreement") whereby the City has purchased all the District's assets and assumed all ongoing District obligations after closing ("Closing") on the contemplated transaction.

E. After Closing, the District's customers will become customers of the City and receive the City's lower monthly "Outside City" user rates.

F. Simultaneously herewith, the Indiana State Revolving Fund Loan Program ("SRF Program") has provided the City a low interest loan ("Bonds") and/or grant to facilitate the transaction and allow the City to reduce user rates for the District's customers.

G. The District now desires to enter into this Agreement and authorize the City to exercise any and all powers necessary, and to assume all responsibility for, providing sewer and water services to customers in and around the District's service area ("Service Area") consistent with the terms and conditions set forth herein.

H. After executing this Agreement, the City will be responsible for all aspects of providing sewer and water service to customers in the Service Area, including all billing, collection, customer service, repairs, maintenance, and other responsibilities of the District.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE OF AGREEMENT

Section 1.1 Purpose. The purpose of this Agreement is to authorize and grant to the City all authority necessary to extend, operate, and maintain sewer and water facilities within the Service Area. By executing this Agreement, the Parties agree to take all reasonable actions to ensure that the City is the exclusive water and sewer service provider in the Service Area.

Section 1.2 Service Area. For purposes of this Agreement, the Service Area shall be those areas to which: (i) the City is authorized to provide sewer service under Ind. Code § 36-9-23-36 or water service under Ind. Code § 8-1.5-2-3; and (ii) the District is authorized to serve under any current or future orders/directives from the Indiana Department of Environmental Management.

Section 1.3 Powers. In carrying out the purpose of this Agreement, the City may exercise the City's Authority and any power provided to either Party under state or federal law, including, without limitation, the ability to provide both sewer and water service inside and outside the District and all powers related thereto. If, however, the City specifically exercises any of the District's Authority, it must do so in accordance with Ind. Code § 13-26-1-1, et seq., Such powers include, but are not necessarily limited to, the power to contract, acquire (either voluntarily or involuntarily) the land rights necessary to facilitate service to the Service Area, use the rights of way and easements owned and controlled by the District, borrow money (i.e. issue bonds or bond anticipation notes), and hire any and all professionals deemed necessary by the City.

Section 1.4 Regionalization of Service. The Parties desire for the City to provide a systematic, regionalized solution for sewer and water service in the Service Area. In executing this Agreement, the Parties hope to facilitate a means by which regionalized water and sewer service can be provided by the City both inside and outside the District.

ARTICLE II
TERM AND DURATION

Section 2.1 Effective Date. This Agreement shall be in full force and effect upon: (i) adoption by the Parties of an ordinance and/or resolution approving the Agreement; (ii) execution of the Agreement by both the City and District; (iii) Closing; and (iv) recording of the Agreement as set forth herein.

Section 2.2 Term. Except as otherwise set forth herein, this Agreement shall continue in full force and effect until the Bonds for the City are paid off (and not refunded with a longer maturity) or fifty (50) years from the date of execution of the Agreement, whichever is longer. The Parties may, however, extend the Agreement by mutual agreement.

Section 2.3 Authority to Serve the Service Area. If this Agreement is terminated or expires, the City shall retain the right to provide sewer and water service in the Service Area.

ARTICLE III
ADMINISTRATION OF AGREEMENT

Section 3.1 Board of Works and City Council. The City's sewer and water utilities are managed by its Board of Public Works ("BPW") and City Council ("Council"). As to all matters relating to sewer or water system in the Service Area, the BPW shall be responsible for administering this Agreement, day-to-day management of the sewer and water facilities, and ensuring that sewer and water service is provided in an economically and technically feasible manner in the Service Area. The BPW shall specifically be responsible for planning, designing, operating, maintaining, and overseeing construction of any new facilities that are necessary to provide sewer or water service to the Service Area. The BPW is also responsible for making recommendations to the Council regarding the City's rates and charges for service and any issuance of debt. The Council is responsible for approving any adjustments to the rates and charges for service in the District and for any issuance of debt. In meeting their obligations under this Agreement, the BPW and Council shall have all rights, responsibilities, and powers specifically authorized to them, as well as any powers outlined in Indiana Code §13-26-1-1 *et seq*. By executing this Agreement, the District recognizes and assigns all rights, powers, and duties to the BPW and Council for the provision of sewer and water service to the Service Area.

Section 3.2 Reduced User Rates for District Customers and Low Interest Loans and Grants. After closing on the acquisition, the Parties contemplate that the monthly user rate for most of the customers within the District will be reduced in 2022 from $121.75 to $80.12 per month. The Parties anticipate the payment of the principal and interest on the Bonds will be made from revenues generated by ratepayers in the District.

Section 3.3 Exclusive Right to Serve. Consistent with Section 1.3 above, and to ensure that the City has sufficient revenues to meet its financial obligations to provide service in the most economically feasible manner, the Parties desire that the City be the exclusive provider within the Service Area.

Section 3.4 Schedule, Agenda, and Minutes for Meetings of the BOW and Council. The BPW and Council shall follow Indiana law with respect to holding public meetings, establishing agendas for such meetings, and maintaining minutes of the same.

ARTICLE IV
BUDGET AND FINANCE MATTERS

Section 4.1 Budget for Sewer and Water Service in the District's Service Area. The BPW and Council shall be responsible for periodically reviewing the rates and charges for sewer and/or water service. Such review shall include an analysis of the costs of providing sewer and water service, as well as all wages, benefits and taxes, supplies, contingencies, professional fees, and all other costs of operating, maintaining, and acquiring equipment and facilities for the provision of sewer and/or water service to the Service Area.

Section 4.2 Delegation of Fiscal Authority. The BPW and Council will be responsible for administering the terms of this Agreement, including the collection of revenues and the payment of expenses related to sewer or water service in the Service Area.

Section 4.3 Transition Period. Immediately prior to and after execution of this Agreement, the Parties agree to cooperate to ensure that service is adequately provided during the transition to the City becoming the direct provider of services to the Service Area. The City recognizes, however, that the District will no longer have employees to assist in said transition.

ARTICLE V

OPERATION AND MAINTENANCE

Section 5.1 Operation of Sewer and Water Facilities. The City shall have sole and exclusive authority (and responsibility) to operate sewer and water facilities for the provision of sewer and water service to the public in compliance with all legal requirements and applicable agreements within the Service Area. The operation of the sewer and water systems (and provision of service) shall include, but not be limited to, the following:

(a) Providing or obtaining: (i) all personnel and associated wages, salaries, and benefits; (ii) all materials, including, but not limited to, fuel and vehicle expense, and other consumables; (iii) all necessary inventory to operate and properly maintain the sewer and water systems at the level required by this agreement and applicable laws, rules, and regulations; (iv) all necessary utilities; and (v) any other services or materials necessary to operate and maintain the sewer and water systems in accordance with all permits, all applicable legal requirements and any contractual obligations associated with the sewer and water systems and/or good business practices.

(b) Providing all personnel, materials, and services necessary to support the operation and maintenance of the sewer and water systems in the manner required by this Agreement including, but not limited to, the following functions: day-to-day management, administration, billing and collections, purchasing, reporting, janitorial, security, and upkeep of the building, grounds, and facilities of the sewer and water systems.

(c) Providing all personnel, materials, and services necessary to adequately maintain the sewer and water systems, including, but not limited to, structures, pump stations, equipment, mechanical, electrical, instrumentation, communication, and computer systems to assure efficiency, long-term reliability, and conservation of capital investment.

(d) Providing timely recording and reporting of the sewer and water systems' operating parameters, maintenance plans, and activities, as is otherwise necessary for management of the sewer and water systems.

(e) Preparing, in a timely manner, any oral or written report(s) required pursuant to all permits and legal requirements and submitting them to the appropriate governmental authorities.

(f) Monitoring and inspecting the sewer and water systems to determine needed capital improvements.

(g) Providing all personnel, materials, and services necessary to ensure compliance with the Agreement.

(h) Hiring of professional services, including, but not limited to, engineers, accountants, and attorneys to perform work that the City deems necessary for the provision of service to the Service Area.

(i) Any and all other powers granted to the City under Indiana law to provide sewer and water service within the Service Area.

Section 5.2 District Liability. Upon Closing, the City shall be responsible for all aspects of providing service to the District's customers and any liabilities arising therefrom.

Section 5.3 District Costs. The City recognizes that after the Closing the District will have no source of revenue, but the District will have nominal costs associated with remaining in existence. These costs include but are not limited to Ind. Code § 13-26-4-7, legal expenses, audits and other administrative costs. In addition, the City may request the District to take action from time to time related financing, grants, or other action outside the current service area. The City agrees to be responsible for all costs associated with the foregoing.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.1 Application of Indiana Law. This Agreement and the respective rights of the Parties shall be subject to Indiana law.

Section 6.2 Severability Provision. If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provisions shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Section 6.3 Effective Date. This Agreement shall be approved upon the adoption by the BPW, Council, and the District of an appropriate ordinance or resolution approving this Agreement, as well as the approval and execution of this Agreement by each entity. After approval and execution, this Agreement shall be recorded with the Allen County Recorder on or before December 31, 2021, and the Effective Date of this Agreement shall be the date of recordation. Within sixty (60) days of the Effective Date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes as required by I.C. § 36-1-7-6.

Section 6.4 Modification in Writing. The Parties hereto may, from time to time, alter, change, or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Parties hereto in the same manner as this Agreement. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last unit to approve such amendment or modification, or at such other time as is specifically designated in the amendment or modification.

Section 6.5 Execution and Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 6.6 Entire Agreement. This Agreement sets forth the entire Agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties pertaining to the subject matter hereof.

Section 6.7 Authority of Parties. Each party and signatory hereto has the authority to enter into this Agreement and at all times has full authority to perform this Agreement. No further approval or consent by any other person or authority is required.

Section 6.8 Captions. The captions to this Agreement are substantive in nature and shall be considered in the interpretation of this Agreement.

Section 6.9 Notices. All notices, consents, and other communications (collectively, "Notices") shall be given to the City and District in writing to the addresses set forth below:

City:	Fort Wayne City Utilities 200 E. Berry Street Fort Wayne, IN 46802 Attn: Kumar Menon, Director of City Utilities
With Copy To:	Bose McKinney & Evans LLP 111 Monument Circle, Ste. 2700 Indianapolis, IN 46204 Attn: J. Christopher Janak
District:	Allen County Regional District 200 E. Berry St. Fort Wayne, IN 46802
With Copy To:	Carson LLP 301 W. Jefferson Blvd., Suite 200 Fort Wayne, IN 46802 Attn: Andrew Boxberger

Either party may change its address for Notices by given written notice to the other party in accordance with this provision.

Section 6.10 Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.

[Signature Pages Follow]

CITY OF FORT WAYNE, INDIANA, BY AND THROUGH ITS BOARD OF PUBLIC WORKS

BY:_____
Shan Gunawardena, Chair

BY:_____
Kumar Menon, Member

BY:_____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, by me known and by me known to be the members of the Board of Public Works for the City of Fort Wayne, Indiana, who acknowledged the execution of the foregoing "Interlocal Agreement".

Witness my hand and Notarial Seal as of this ____ day of _____, 2021.

My Commission Expires:
_____

_____
Notary Public

My County of Residence:
_____

_____
(Printed Signature)

ALLEN COUNTY REGIONAL WATER AND SEWER DISTRICT

By:_____

Printed:_____

Its:_____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, by me known and by me known to be the _____ of the Allen County Regional Water and Sewer District, who acknowledged the execution of the foregoing "Interlocal Agreement".

Witness my hand and Notarial Seal as of this ____ day of _____, 2021.

My Commission Expires:
_____

_____
Notary Public

My County of Residence:
_____

_____
(Printed Signature)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

J. Christopher Janak

This instrument was prepared by: J. Christopher Janak, Attorney at Law, Bose McKinney & Evans, LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204.

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THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA

RESOLUTION NO. 108-10-26-21-3

A RESOLUTION RECOMMENDING THE COMMON COUNCIL OF THE CITY OF FORT WAYNE AUTHORIZE THE REPLACEMENT OF CERTAIN SEWAGE WORKS REVENUE BONDS OF THE ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT THROUGH THE ISSUANCE AND SALE OF ADDITIONAL REVENUE BONDS

WHEREAS, the City of Fort Wayne, Indiana ("City") owns and operates a sewage works utility for the collection and treatment of sewage and other wastes (the "Utility") pursuant to the provisions of Indiana Code 36-9-23, as in effect on the date of this Resolution; and

WHEREAS, the City and the Allen County Regional Water & Sewer District ("District") entered into a Utility System Asset Acquisition Agreement ("APA") dated October 27, 2021, for the purpose of transferring the Purchased Assets (as defined in the APA) to the City for the purpose of managing, operating, maintaining and using the Purchased Assets to provide sanitary sewer service to the Territory (as defined in the APA), all of which is hereafter collectively referred to as the "Acquisition"; and

WHEREAS, the Fort Wayne Board of Public Works ("Board"), after careful and due consideration, finds it to be in the best interests of the Utility and the customers thereof that the Utility continue and finalize its proposed plans to acquire the Purchased Assets, fund a debt service reserve for proposed bonds, and provide funding to reimburse the Utility for costs already paid, if any; and

WHEREAS, the Board has found that it is in the further best interests of the Utility and the customers thereof to permanently finance the Acquisition through the issuance of sewage works revenue bonds and bond anticipation notes, if necessary; and

WHEREAS, the Board finds that the legal determination to authorize the issuance of such financing rests with the Common Council of the City of Fort Wayne, Indiana ("Common Council"); and

WHEREAS, the Board desires to take such steps as are necessary and convenient to permit the Acquisition to proceed immediately;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE FORT WAYNE BOARD OF PUBLIC WORKS THAT:

1. It is in the best interests of the Utility and the customers thereof that the Acquisition proceed immediately.

2. The Board does hereby recommend to the Common Council that the City issue its sewage works revenue bonds and bond anticipation notes, if necessary, in one or more series, in an aggregate principal amount not to exceed $12,500,000.00, to be repaid over a period ending not to exceed thirty-five (35) years from the date of issuance at an interest rate not to exceed 4.0% percent.

3. There is attached to this resolution and made a part hereof the same as if fully set forth herein, a proposed bond ordinance authorizing the Acquisition, the issuance of the bonds and bond anticipation notes, if necessary, in one or more series, and other matters connected therewith, which the Board hereby recommends to the Common Council for its adoption.

4. All resolutions or parts thereof in conflict herewith are hereby repealed.

5. This resolution shall be in full force and effect upon adoption.

Passed and adopted this 26th day of October, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

Date: 10.26.2021

ATTEST: _____
Michelle Fulk-Vondran, Clerk

BILL NO. _____

SPECIAL ORDINANCE NO. _____

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE REPLACEMENT AND SATISFACTION OF CERTAIN OUTSTANDING SEWAGE WORKS REVENUE BONDS OF THE ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT THROUGH THE ISSUANCE AND SALE OF ADDITIONAL REVENUE BONDS TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF, AND THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS AND OTHER RELATED MATTERS, AND REPEALING ORDINANCES INCONSISTENT HEREWITH

WHEREAS, the City of Fort Wayne, Indiana ("City") owns and operates a sewage works by and through its Board of Public Works ("Board") for the collection and treatment of sewage and other wastes ("Sewage Works") pursuant to the provisions of Indiana Code 36-9-23, as in effect on the date of delivery of the bonds authorized herein; and

WHEREAS, the City and the Allen County Regional Water & Sewer District ("District") entered into a Utility System Asset Acquisition Agreement ("APA") dated October 27, 2021, for the purpose of transferring the Purchased Assets (as defined in the APA) to the City for the purpose of managing, operating, maintaining and using the Purchased Assets to provide sanitary sewer service to the Territory (as defined in the APA); and

WHEREAS, the City and the District will enter into an Interlocal Cooperation Agreement ("Interlocal Agreement") dated December 15, 2021, authorizing the City to be the exclusive utility service provider in the Territory, subject to the limitations described in the Interlocal Agreement, on the behalf of the District; and

WHEREAS, the Interlocal Agreement has been submitted for approval and filed with all state bodies having the power to control the provision of services or facilities which would be provided under the Interlocal Agreement, including but not limited to the Indiana Department of

Environmental Management and the Indiana Utility Regulatory Commission, pursuant to Indiana Code 36-1-7-5; and

WHEREAS, the Board of Trustees of the District ("District Board") held meetings on August 25, 2021, September 15, 2021 and October 27, 2021, concerning the execution and delivery of the APA and the Interlocal Agreement in compliance with Indiana Code 5-14-1.5; and

WHEREAS, the Common Council of the City ("Common Council") held a meeting on November 9, 2021, concerning the execution and delivery of the APA and the Interlocal Agreement in compliance with Indiana Code 5-14-1.5; and

WHEREAS, the Common Council and the District Board have adopted resolutions authorizing the execution, delivery and performance of the APA and Interlocal Agreement; and

WHEREAS, the Common Council and the District Board have adopted substantially identical resolutions authorizing the transfer and exchange of the Purchased Assets pursuant to Indiana Code 5-22-22-10 and Indiana Code 36-1-11-8; and

WHEREAS, the City is a municipal corporation and political subdivision of the State of Indiana created and existing as such under the constitution and laws of the State of Indiana; and

WHEREAS, the City will have all of the powers of the District which are necessary, useful or appropriate for the acquisition, ownership and operation of the Purchased Assets; and

WHEREAS, the City and the District have executed and entered into the APA; and

WHEREAS, the District currently has outstanding its Sewage Works Refunding Revenue Bond of 2021, dated as of May 28, 2021, issued in the original aggregate principal amount of Twelve Million Eight Hundred Ten Thousand Dollars ($12,810,00) and now outstanding in the

aggregate principal amount of $12,756,000 (the "District Bonds"), which were issued to finance and refinance the Purchased Assets; and

WHEREAS, the District and the Indiana Finance Authority ("Authority") entered into an Amended and Restated Financial Assistance Agreement, dated as of May 28, 2021, providing for the terms of loans from the Authority to the District in connection with the issuance of the District Bonds; and

WHEREAS, the APA provides that as a condition to the acquisition of the Purchased Assets by the City, the City will issue bonds in replacement or satisfaction of the District Bonds as described in the APA; and

WHEREAS, the Common Council anticipates receiving additional funds, grants and awards to assist in the financing of the Replacement (as defined below) from available sources including but not limited to, the IFA Program (as defined herein), the District and/or the City; and

WHEREAS, the City does not have sufficient funds to apply to the costs of the Replacement; and

WHEREAS, the Common Council desires to issue sewage works revenue bonds, in one or more series, in an aggregate principal amount not to exceed Twelve Million Five Hundred Thousand Dollars ($12,500,000) for the purpose of the purpose of paying-off and satisfying the outstanding District Bonds (net of any District funds applied for such purposes) in connection with the purchase and transfer of the Purchased Assets by the City, all pursuant to the APA ("Replacement"), to pay costs related to the Replacement and the issuance of the Bonds and costs associated therewith; and

WHEREAS, it is anticipated that the Authority will purchase the Bonds (as defined herein) and the City may enter into a Financial Assistance Agreement, Funding Agreement, Financial Aid Agreement and/or Grant Agreement (collectively, the "Financial Assistance Agreement") with the Authority as part of its wastewater loan program, supplemental drinking water and wastewater assistance program, water infrastructure assistance program and/or water infrastructure grant program, established and existing pursuant to IC 5-1.2-1 through 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11, IC 5-1.2-14 and/or IC 5-1.2-14.5 (collectively, the "IFA Program"), pertaining to the Replacement if any bonds are sold to the Authority as part of its IFA Program; and

WHEREAS, the Common Council understands that for the Replacement to be permitted to be financed under the IFA Program, the City must (a) agree to own, operate and maintain the Sewage Works and the Purchased Assets for their useful life, (b) represent and warrant to the Authority that the City has no intent to sell, transfer or lease the Sewage Works or the Purchased Assets for their useful life and (c) agree to accept the Assumed Liabilities (as defined in the APA); and

WHEREAS, pursuant to Ordinance No. S-65-09 adopted by the Common Council on June 9, 2009 ("2009 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the Net Revenues (as defined herein) of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2009, Series A" ("2009A Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $2,222,683, bearing interest at the rate of 0.16% and maturing in various amounts annually on August 1 in the years 2022 to and including 2030; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage

Works Revenue Bonds of 2011, Series A" ("2011A Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $16,280,000, bearing interest at the rate of 2.80% and maturing in various amounts annually on August 1 in the years 2022 to and including 2026; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2011, Series B" ("2011B Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $18,763,000, bearing interest at the rate of 2.29% and maturing in various amounts annually on August 1 in the years 2022 to and including 2031; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2012, Series A" ("2012A Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $6,171,000, bearing interest at the rate of 1.78% and maturing in various amounts annually on August 1 in the years 2022 to and including 2032; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2012, Series B" ("2012B Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $7,235,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2022 to and including 2027; and

WHEREAS, pursuant to Ordinance No. S-105-12 adopted by the Common Council on October 23, 2012 ("2012 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2012" ("2012 Bonds"), outstanding after August 1, 2021, in the aggregate

principal amount of $2,140,000, bearing interest at the rate of 1.45% and maturing on August 1, 2022; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2013, Series A" ("2013A Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $11,855,000, bearing interest at the rate of 1.95% and maturing in various amounts annually on August 1 in the years 2022 to and including 2024; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2013, Series B" ("2013B Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $42,260,000, bearing interest at various rates and maturing in various amounts annually on August 1 in the years 2025 to and including 2033; and

WHEREAS, pursuant to the 2009 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2014, Series A" ("2014A Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $11,590,000, bearing interest at the rate of 2.35% and maturing in various amounts annually on August 1 in the years 2022 to and including 2033; and

WHEREAS, pursuant to Ordinance No. S-94-14 adopted by the Common Council on July 22, 2014 ("2014 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2014, Series B" ("2014B Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $56,617,000, bearing interest at the rate of 3.074% and maturing in various amounts

annually on August 1 in the years 2022 to and including 2033 and semiannually on February 1 and August 1 in 2034; and

WHEREAS, pursuant to the 2014 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Taxable Sewage Works Revenue Bonds of 2014, Series C" ("2014C Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $3,745,000, bearing interest at the rate of 3.074% and maturing in various amounts annually on August 1 in the years 2022 to and including 2033 and semiannually on February 1 and August 1 in 2034; and

WHEREAS, pursuant to Ordinance No. S-16-05-16 adopted by the Common Council on May 24, 2016 ("2016 Bond Ordinance") and the 2014 Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2016, Series A" ("2016A Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $91,250,000, bearing interest at the rate of 2.00% and maturing in various amounts annually on August 1 in the years 2022 to and including August 1, 2033 and semiannually on February 1 and August 1 in in the years 2034 to and including February 1, 2039; and

WHEREAS, pursuant to the 2016 Bond Ordinance and the 2014 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2016, Series B" ("2016B Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $129,894,026, bearing interest at the rate of 3.06% and maturing in various amounts annually on August 1 in the years 2022 to and including August 1, 2033 and semiannually on February 1 and August 1 in the years 2034 to and including August 1, 2046; and

WHEREAS, pursuant to the 2016 Bond Ordinance, the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2016" ("2016 Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $18,275,000, bearing interest at various interest rates and maturing in various amounts annually on August 1 in the years 2022 to and including August 1, 2027; and

WHEREAS, pursuant to Ordinance No. S-141-17 adopted by the Common Council on December 12, 2017 ("2017 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Refunding Revenue Bonds of 2017, Series A and B" ("2017 Bonds"), outstanding after August 1, 2021, in the combined aggregate principal amount of $24,595,000, bearing interest at the rate of 2.53% and maturing in various amounts annually on August 1 in the years 2022 to and including August 1, 2030; and

WHEREAS, pursuant to Ordinance No. S-91-18 adopted by the Common Council on September 25, 2018 ("2018 Bond Ordinance"), the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2018, Series B" ("2018B Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $19,917,700, bearing interest at the rate of 2.86% and maturing in various amounts annually on August 1 in the years 2022 to and including August 1, 2033 and semiannually on February 1 and August 1 in the years 2034 to and including August 1, 2039; and

WHEREAS, pursuant to Ordinance No. S-30-20 adopted by the Common Council on February 25, 2020 ("2020 Bond Ordinance" and together with the 2009 Bond Ordinance, the 2012 Bond Ordinance, the 2014 Ordinance, the 2016 Ordinance, the 2017 Ordinance and the

2018 Bond Ordinance, collectively, the "Prior Ordinances"), the City has heretofore issued revenue bonds payable from the Net Revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2020, Series A" ("2020A Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $23,220,000, bearing interest at the rate of 2.00% and maturing in various amounts annually on August 1 in the years 2022 to and including August 1, 2033 and semiannually on February 1 and August 1 in the years 2034 to and including August 1, 2040; and

WHEREAS, pursuant to the 2020 Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue and Bonds of 2020, Series B" ("2020B Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $31,270,000, bearing interest at various interest rates and maturing in various amounts annually on August 1 in the years 2022 to and including August 1, 2033 and semiannually on February 1 and August 1 in the years 2034 to and including August 1, 2040; and

WHEREAS, pursuant to the 2020 Ordinance, the City has heretofore issued revenue bonds payable from the net revenues of the Sewage Works, designated as "Sewage Works Revenue Bonds of 2020, Series C" ("2020C Bonds" and with the 2009A Bonds, the 2011A Bonds, the 2011B Bonds, the 2012A Bonds, the 2012B Bonds, the 2012 Bonds, the 2013A Bonds, the 2013B Bonds, the 2014A Bonds, 2014B Bonds, the 2014C Bonds, the 2016A Bonds, the 2016B Bonds, the 2016 Bonds, the 2017 Bonds, the 2018B Bonds, the 2020A Bonds, and the 2020B Bonds, collectively, the "Prior Bonds"), outstanding after August 1, 2021, in the aggregate principal amount of $24,011,000, bearing interest at the rate of 2.00% and maturing in

various amounts annually on August 1 in the years 2022 to and including August 1, 2033 and semiannually on February 1 and August 1 in the years 2034 to and including August 1, 2041; and

WHEREAS, the Prior Bonds each rank on a parity with each other and each constitutes a first charge against the net revenues of the Sewage Works; and

WHEREAS, the Common Council finds that it is in the interest of the City and the customers of the Territory that the City accept the Assumed Liabilities of the District, including but not limited to the District Bonds; and

WHEREAS, Section 17 of the 2009 Ordinance, Section 18 of the 2012 Bond Ordinance, Section 17 of the 2014 Bond Ordinance, Section 17 of the 2016 Bond Ordinance, Section 18 of the 2017 Bond Ordinance, Section 17 of the 2018 Bond Ordinance and Section 18 of the 2020 Bond Ordinance, each authorize the issuance of additional revenue bonds ranking on a parity basis with the Prior Bonds for such purposes, so long as certain conditions are met; and

WHEREAS, the Common Council has been advised by the City's municipal advisor and now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of revenue bonds on a parity basis with the Prior Bonds to provide the necessary funds to be applied to the costs of the Replacement and all authorized costs relating thereto have been complied with in accordance with the provisions of the Prior Ordinances; and

WHEREAS, the Common Council has been advised that it may be cost efficient to purchase one or more debt service reserve sureties for the bonds authorized herein; and

WHEREAS, the Common Council therefore seeks to authorize the issuance of revenue bonds to finance the Replacement pursuant to the provisions of IC 5-1-5 and IC 36-9-23, each as in effect on the date of delivery of the bonds authorized herein (collectively, "Act"), subject to and dependent upon the terms and conditions hereinafter set forth in this ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

Section 1. Authorization of the Replacement. The City, acting by and through the Board and as the owner and operator of the Sewage Works for the collection and treatment of sewage and other wastes, hereby orders, authorizes and directs the Board to proceed with the Replacement, pursuant to the Act and in accordance with the APA and Interlocal Agreement. The actions of the Board in connection with the Replacement are hereby authorized, approved, ratified and confirmed.

The District, in accordance with the APA, shall provide certain funds on hand of the District to the City which shall be allocated to a portion of the costs for the Replacement thereby reducing its interest payments and effecting a savings, as reported by the City's municipal advisor, Baker Tilly Municipal Advisors, LLC.

Where used in this ordinance, the term "City" shall be construed also to include any department, board, commission or officer or officers of the City or of any City department, board or commission. The terms "Sewage Works," "sewage works," "works" and similar terms used in this ordinance shall be construed to mean and include the Treatment Works, as defined in the Financial Assistance Agreement, the existing structures and property of the Sewage Works and all enlargements, improvements, extensions and additions thereto, and the replacements thereof, now or subsequently constructed or acquired, from the proceeds of the bonds authorized herein or otherwise. The Replacement shall be accomplished and the bonds herein authorized shall be issued pursuant to the provisions of this ordinance, the APA, the Interlocal Agreement and the Act.

In the event the Bonds herein authorized are purchased by the Authority as part of the IFA Program, on behalf of the City, the Common Council hereby (i) agrees to own, operate and maintain the Sewage Works and the Purchased Assets for their useful life, (ii) represents and warrants to the Authority that the City has no intent to sell, transfer or lease the Sewage Works or the Purchased Assets for their useful life and (c) agrees to accept the Assumed Liabilities.

Section 2. Issuance of the Bonds. (a) In accordance with the Act, the APA, the Interlocal Agreement and for the purpose of providing funds with which to pay the costs of the Replacement and providing funds for the hereinafter defined Reserve Accounts, all authorized costs relating to the Replacement and the financing, including the costs of issuance of the Bonds, as hereinafter defined, on account thereof, and any premiums for debt service reserve sureties, the City shall issue and sell its sewage works revenue bonds, in one or more series, in the aggregate principal amount not to exceed Twelve Million Five Hundred Thousand Dollars ($12,500,000).

The bonds shall be designated as the "Sewage Works Revenue Bonds of _____, [Series __]" to be completed with the year in which issued and series designation, if any ("Bonds"). The Bonds shall be issued as fully registered bonds in the denomination of One Dollar ($1) or integral multiples thereof if sold to the Authority as part of its IFA Program, or in denominations of $5,000 or integral multiples thereof if sold to any other purchaser. If the Bonds are sold to one or more sophisticated investors, the Bonds may be issued in minimum denominations of $100,000 and integral multiples of $5,000 thereafter. The Bonds shall be sold at a price not less than par value if sold to the Authority as part of its IFA Program or not less than 99% of the par value thereof if sold to any other purchaser. The Bonds shall be numbered consecutively from 1

up and shall bear interest at a rate or rates not exceeding four percent (4.0%) per annum, the exact rate or rates to be determined through negotiation or competitive bidding. Interest on the Bonds shall be calculated on the basis of twelve (12) thirty (30)-day months for a three hundred and sixty (360)-day year and shall be payable semiannually on February 1 and August 1 in each year, commencing on the first February 1 or the first August 1, following the original date of the Bonds as determined by the Controller of the City ("Controller"), with the advice of the City's municipal advisor. The principal of the Bonds shall mature annually on August 1 of each year, provided that beginning on February 1, 2034, principal shall be payable semiannually on February 1 and August 1. The Bonds shall mature no later than thirty-five (35) years after the date of issuance of the Bonds. The Bonds shall mature in amounts that either: (i) produce as level annual debt service as practicable with $5,000 denominations, taking into account the annual debt service on the Prior Bonds and all other series of Bonds issued under this ordinance, (ii) produce forecasted coverage to allow the successful marketing of the Bonds, or (iii) allow the City to meet the coverage and/or amortization requirements of the IFA Program. Such debt service schedule for any Bonds sold to the Authority as part of its IFA Program shall be finalized and set forth in the Financial Assistance Agreement and shall provide a final maturity for the Bonds ending no later than the number of years as determined and set forth in the Financial Assistance Agreement.

All or a portion of the Bonds may be issued as one or more term bonds, upon election of the purchasers. Such term bonds shall have a stated maturity or maturities on February 1 or August 1 in the years as determined by the successful bidder, but in no event later than the final serial maturity date of the Bonds as determined in the above paragraph. The term bonds shall be subject to mandatory sinking fund redemption and final payment(s) at maturity at 100% of the

principal amount thereof, plus accrued interest to the redemption date, on principal payment dates which are hereinafter determined in accordance with the above paragraph.

The Bonds shall rank on a parity with the Prior Bonds for all purposes, including the pledge of Net Revenues under this ordinance.

Notwithstanding anything in this ordinance to the contrary, any series of Bonds issued hereunder may bear interest that is taxable and included in the gross income of the owners thereof. If any such Bonds are issued on a taxable basis, the designated name shall include the term "Taxable" as the first word in the designated name.

Notwithstanding anything contained herein, the City may accept any other forms of financial assistance, as and if available, from the IFA Program (including without limitation any forgivable loans, grants or other assistance whether available as an alternative to any Bond related provision otherwise provided for herein or as a supplement or addition thereto). If required by the IFA Program to be eligible for such financial assistance, one or more of the series of the Bonds issued hereunder may be issued on a basis such that the payment of the principal of or interest on such series of Bonds is junior and subordinate to the payment of the principal of and interest on other series of Bonds issued hereunder (and/or any other revenue bonds secured by a pledge of Net Revenues, whether now outstanding or hereafter issued), all as provided by the terms of such series of Bonds as modified pursuant to this authorization. Such financial assistance, if any, shall be as provided in the Financial Assistance Agreement and the Bonds of each series of Bonds issued hereunder (including any modification made pursuant to the authorization in this paragraph to the form of Bond otherwise contained herein).

(b) The Mayor of the City ("Mayor") and Controller are authorized, on behalf of the City, to select and appoint a qualified financial institution to serve as Registrar and Paying Agent for the Bonds, which Registrar is hereby charged with the responsibility of authenticating the Bonds ("Registrar" or "Paying Agent"). The Controller is hereby authorized, on behalf of the Board, to enter into such agreements or understandings with such institution as will enable the institution to perform the services required of a Registrar and Paying Agent. The Controller is further authorized to pay such fees as the institution may charge for the services it provides as Registrar and Paying Agent, and such fees may be paid from the Sewage Works Sinking Fund established to pay the principal of and interest on the Bonds and fiscal agency charges.

As to Bonds, if any purchaser does not object to such designation, the Controller may serve as Registrar and Paying Agent and is hereby charged with the duties of a Registrar and Paying Agent.

If any Bonds are sold to the Authority as part of its IFA Program, the principal of and interest thereon shall be paid by wire transfer to such financial institution if and as directed by the Authority on the due date of such payment or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date. So long as the Authority is the owner of the Bonds, such Bonds shall be presented for payment as directed by the Authority.

If wire transfer payment is not required and for any Bonds not sold to the Authority, the principal of the Bonds shall be payable at the principal office of the Paying Agent and all payments of interest on the Bonds shall be paid by check mailed one business day prior to the

interest payment date to the registered owners thereof, as the names appear as of the fifteenth (15th) day of the month preceding the interest payment date ("Record Date"), at the addresses as they appear on the registration books kept by the Registrar or at such other address as is provided to the Paying Agent in writing by such registered owner on or before such Record Date. If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall be instructed to wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).

All payments on the Bonds shall be made in any coin or currency of the United States of America, which on the date of such payment, shall be legal tender for the payment of public and private debts.

Each Bond shall be transferable or exchangeable only upon the books of the City kept for that purpose at the principal office of the Registrar, by the registered owner thereof in person, or by its attorney duly authorized in writing, upon surrender of such Bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner or its attorney duly authorized in writing, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount and of the same maturity shall be executed and delivered in the name of the transferee or transferees or the registered owner, as the case may be, in exchange therefor. The costs of such transfer or exchange shall be borne by the City. The City and the Registrar and Paying Agent for the Bonds may treat and consider the person in whose name such Bonds are registered as the absolute owner thereof for all purposes including

for the purpose of receiving payment of, or on account of, the principal thereof and interest due thereon.

The Registrar and Paying Agent may at any time resign as Registrar and Paying Agent upon giving thirty (30) days' notice in writing to the City and by first class mail to each registered owner of the Bonds then outstanding, and such resignation will take effect at the end of such thirty (30) day period or upon the earlier appointment of a successor registrar and paying agent by the City. Any such notice to the City may be served personally or sent by registered mail. The Registrar and Paying Agent may be removed at any time as Registrar and Paying Agent by the City, in which event the City may appoint a successor registrar and paying agent. The City shall notify each registered owner of the Bonds then outstanding by first class mail of the removal of the Registrar and Paying Agent. Notices to the registered owners of the Bonds shall be deemed to be given when mailed by first class mail to the addresses of such registered owners as they appear on the registration books kept by the Registrar.

Upon the appointment of any successor registrar and paying agent by the City, the Controller is authorized and directed to enter into such agreements and understandings with such successor registrar and paying agent as will enable the institution to perform the services required of a registrar and paying agent for the Bonds. The Controller is further authorized to pay such fees as the successor registrar and paying agent may charge for the services it provides as registrar and paying agent and such fees may be paid from the Sewage Works Sinking Fund as set forth in Section 13 hereof. Any predecessor registrar and paying agent shall deliver all of the Bonds and any cash or investments in its possession with respect thereto, together with the registration books, to the successor registrar and paying agent.

Interest on any Bonds sold to the Authority as part of its IFA Program shall be payable from the date or dates of payments made by the Authority as part of its purchase of the Bonds as set forth in the Financial Assistance Agreement. Interest on all other Bonds shall be payable from the interest payment date to which interest has been paid next preceding the authentication date of the Bonds unless the Bonds are authenticated after the Record Date and on or before such interest payment date in which case they shall bear interest from such interest payment date, or unless the Bonds are authenticated on or before the Record Date preceding the first interest payment date, in which case they shall bear interest from the original date until the principal shall be fully paid.

(c) The City has determined that it may be beneficial to have the Bonds held by a central depository system pursuant to an agreement between the City and The Depository Trust Company, New York, New York ("Depository Trust Company") and have transfers of the Bonds effected by book-entry on the books of the central depository system ("Book Entry System"). The Bonds may be initially issued in the form of a separate single authenticated fully registered bond for the aggregate principal amount of each separate maturity of the Bonds. In such case, upon initial issuance, the ownership of such Bonds shall be registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company.

With respect to the Bonds registered in the register kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, the City and the Paying Agent shall have no responsibility or obligation to any other holders or owners (including any beneficial owner ("Beneficial Owner")) of the Bonds with respect to: (i) the accuracy of the records of the Depository Trust Company, CEDE & CO., or any Beneficial Owner with respect to ownership questions, (ii) the delivery to any bondholder (including any Beneficial Owner) or

any other person, other than the Depository Trust Company, of any notice with respect to the Bonds including any notice of redemption, or (iii) the payment to any bondholder (including any Beneficial Owner) or any other person, other than the Depository Trust Company, of any amount with respect to the principal of, or premium, if any, or interest on the Bonds except as otherwise provided herein.

No person other than the Depository Trust Company shall receive an authenticated Bond evidencing an obligation of the City to make payments of the principal of and premium, if any, and interest on the Bonds pursuant to this ordinance. The City and the Registrar and Paying Agent may treat as and deem the Depository Trust Company or CEDE & CO. to be the absolute bondholder of each of the Bonds for the purpose of (i) payment of the principal of and premium, if any, and interest on such Bonds; (ii) giving notices of redemption and other notices permitted to be given to bondholders with respect to such Bonds; (iii) registering transfers with respect to such Bonds; (iv) obtaining any consent or other action required or permitted to be taken of or by bondholders; (v) voting; and (vi) for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Depository Trust Company, and all such payments shall be valid and effective fully to satisfy and discharge the City's and the Paying Agent's obligations with respect to principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Upon delivery by the Depository Trust Company to the City of written notice to the effect that the Depository Trust Company has determined to substitute a new nominee in place of CEDE & CO., and subject to the provisions herein with respect to consents, the words "CEDE & CO." in this resolution shall refer to such new nominee of the Depository Trust Company. Notwithstanding any other provision hereof to the contrary, so long as any Bond is registered in

the name of CEDE & CO., as nominee of the Depository Trust Company, all payments with respect to the principal of and premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to the Depository Trust Company as provided in a representation letter from the City to the Depository Trust Company.

Upon receipt by the City of written notice from the Depository Trust Company to the effect that the Depository Trust Company is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of the Depository Trust Company hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Bonds shall no longer be restricted to being registered in the register of the City kept by the Registrar in the name of CEDE & CO., as nominee of the Depository Trust Company, but may be registered in whatever name or names the bondholders transferring or exchanging the Bonds shall designate, in accordance with the provisions of this ordinance.

If the City determines that it is in the best interest of the bondholders that they be able to obtain certificates for the fully registered Bonds, the City may notify the Depository Trust Company and the Registrar, whereupon the Depository Trust Company will notify the Beneficial Owners of the availability through the Depository Trust Company of certificates for the Bonds. In such event, the Registrar shall prepare, authenticate, transfer and exchange certificates for the Bonds as requested by the Depository Trust Company and any Beneficial Owners in appropriate amounts, and whenever the Depository Trust Company requests the City and the Registrar to do so, the Registrar and the City will cooperate with the Depository Trust Company by taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the fully registered Bonds of any Beneficial Owner's Depository Trust Company

account or (ii) to arrange for another securities depository to maintain custody of certificates for and evidencing the Bonds.

If the Bonds shall no longer be restricted to being registered in the name of the Depository Trust Company, the Registrar shall cause the Bonds to be printed in blank in such number as the Registrar shall determine to be necessary or customary; provided, however, that the Registrar shall not be required to have such Bonds printed until it shall have received from the City indemnification for all costs and expenses associated with such printing.

In connection with any notice or other communication to be provided to bondholders by the City or the Registrar with respect to any consent or other action to be taken by bondholders, the City or the Registrar, as the case may be, shall establish a record date for such consent or other action and give the Depository Trust Company notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

So long as the Bonds are registered in the name of the Depository Trust Company or CEDE & CO. or any substitute nominee, the City and the Registrar and Paying Agent shall be entitled to request and to rely upon a certificate or other written representation from the Beneficial Owners of the Bonds or from the Depository Trust Company on behalf of such Beneficial Owners stating the amount of their respective beneficial ownership interests in the Bonds and setting forth the consent, advice, direction, demand or vote of the Beneficial Owners as of a record date selected by the Registrar and the Depository Trust Company, to the same extent as if such consent, advice, direction, demand or vote were made by the bondholders for purposes of this ordinance and the City and the Registrar and Paying Agent shall for such purposes treat the Beneficial Owners as the bondholders. Along with any such certificate or representation, the Registrar may request the Depository Trust Company to deliver, or cause to

be delivered, to the Registrar a list of all Beneficial Owners of the Bonds, together with the dollar amount of each Beneficial Owner's interest in the Bonds and the current addresses of such Beneficial Owners.

(d) In the event any Bond is mutilated, lost, stolen or destroyed, the City may cause to be executed and the Registrar may authenticate a new Bond of like date, maturity, series and denomination as the mutilated, lost, stolen or destroyed Bond, which new Bond shall be marked in a manner to distinguish it from the Bond for which it was issued; provided, that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Registrar, and in the case of any lost, stolen or destroyed Bond there shall be first furnished to the Registrar evidence of such loss, theft or destruction satisfactory to the City and the Registrar, together with indemnity satisfactory to them. In the event that any such mutilated, lost, stolen or destroyed Bond shall have matured or been called for redemption, instead of causing to be issued a duplicate Bond, the Registrar and Paying Agent may pay the same upon surrender of the mutilated Bond or upon satisfactory indemnity and proof of loss, theft or destruction in the case of a lost, stolen or destroyed Bond. The City and the Registrar and Paying Agent may charge the owner of any such Bond with their reasonable fees and expenses in connection with the above. Every substitute Bond issued by reason of any Bond being lost, stolen or destroyed shall, with respect to such Bond, constitute a substitute contractual obligation of the City pursuant to this ordinance, whether or not the lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this ordinance, equally and proportionately with any and all other Bonds duly issued hereunder.

In the event that any Bond is not presented for payment or redemption on the date established therefor, the City may deposit in trust with the Paying Agent an amount sufficient to

pay such Bond or the redemption price thereof, as appropriate, and thereafter the owner of such Bond shall look only to the funds so deposited in trust with the Paying Agent for payment and the City shall have no further obligation or liability with respect thereto.

Section 3. Redemption of Bonds. (a) For any Bonds not sold to the Authority as part of its IFA Program, the Bonds are redeemable at the option of the City, but no sooner than eight (8) years from their date of issuance, on thirty (30) days' notice, in whole or in part, in the order of maturity as determined by the City and by lot within a maturity, at face value, together with either no premium or a premium not to exceed one percent (1%), plus in each case accrued interest to the date fixed for redemption. The exact redemption features shall be determined by the Controller with the advice of the City's municipal advisor prior to the sale of the Bonds.

For any Bonds sold to the Authority as part of its IFA Program, such Bonds are redeemable at the option of the City, but no sooner than ten (10) years after their date of delivery, and thereafter on any date, on sixty (60) days' notice, in whole or in part, in inverse order of maturity, and by lot within a maturity, at face value together with a premium no greater than two percent (2%), plus accrued interest to the date fixed for redemption; provided, however, if the Bonds are sold to Authority as part of the IFA Program and registered in the name of the Authority, the Bonds shall not be redeemable at the option of the City unless and until consented to by the Authority. The exact redemption features shall be established by the Controller, with the advice of the City's municipal advisor, prior to the sale of the Bonds.

If any Bond is issued as a term bond, the Paying Agent shall credit against the mandatory sinking fund requirement for the Bonds maturing as term bonds, and corresponding mandatory redemption obligation, in the order determined by the City, any Bonds maturing as term bonds which have previously been redeemed (otherwise than as a result of a previous mandatory

redemption requirement) or delivered to the Registrar for cancellation or purchased for cancellation by the Paying Agent and not theretofore applied as a credit against any redemption obligation. Each Bond maturing as a term bond so delivered or canceled shall be credited by the Paying Agent at 100% of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund date, and any excess of such amount shall be credited on future redemption obligations, and the principal amount of the Bonds to be redeemed by operation of the mandatory sinking fund requirement shall be accordingly reduced; provided, however, the Paying Agent shall credit only such Bonds maturing as term bonds to the extent received on or before forty-five (45) days preceding the applicable mandatory redemption date.

Each authorized denomination amount or each principal amount of $5,000 (if $1.00 denominations are not used) shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

Each authorized denomination amount or each principal amount of $5,000 shall be considered a separate bond for purposes of optional and mandatory redemption. If less than an entire maturity is called for redemption, the Bonds to be called for redemption shall be selected by lot by the Registrar. If some Bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the Bonds for optional redemption before selecting the Bonds by lot for the mandatory sinking fund redemption.

(c) In either case, notice of such redemption shall be given not less than sixty (60) days, for any Bond sold to the Authority as part of its IFA Program, and at least thirty (30) days for any Bonds sold to another purchaser, prior to the date fixed for redemption by mail unless the notice is waived by the registered owner of a Bond. Such notice shall be mailed to the address of the registered owners as shown on the registration records of the City as of the date which is sixty-five (65) days for any Bonds sold to the Authority as part of its IFA Program, and forty-five (45) days for any Bonds sold to another purchaser, prior to such redemption date. The notice shall specify the date and place of redemption and sufficient identification of the Bonds called for redemption. The place of redemption shall be determined by the City. Interest on the Bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the principal office of the Paying Agent to pay the redemption price on the date so named. Coincidentally with the payment of the redemption price, the Bonds so called for redemption shall be surrendered for cancellation.

Section 4. Execution and Authentication of the Bonds. The Bonds shall be executed in the name of the City by the manual, electronic or facsimile signature of the Mayor of the City ("Mayor"), countersigned by the manual, electronic or facsimile signature of the Controller and attested by the manual, electronic or facsimile signature of the Clerk of the City ("Clerk"), who shall cause the seal of the City or a facsimile thereof to be affixed to each of the Bonds. These officials, by the signing of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the Bonds. The Bonds shall be authenticated by the manual, electronic or facsimile signature of the Registrar, and no Bond shall be valid or become obligatory for any purpose until the certificate of authentication thereon has been so executed. In case any official whose signature appears on any

Bond shall cease to be such official before the delivery of such Bond, the signature of such official shall nevertheless be valid and sufficient for all purposes, the same as if such official had been in office at the time of such delivery. Subject to the provisions of this ordinance regarding the registration of the Bonds, the Bonds shall be fully negotiable instruments under the laws of the State of Indiana.

Section 5. Security and Sources of Payment for the Bonds. The Bonds when paid for and delivered to the purchaser thereof as to both principal and interest, shall be valid and binding special revenue obligations of the City, payable solely from and secured by an irrevocable pledge of and constituting a first charge upon all of the Net Revenues (defined as gross revenues, inclusive of System Development Charges (as hereinafter defined), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payments in lieu of property taxes ("PILOTs")) to be set aside into the Sewage Works Sinking Fund as herein provided and shall rank on a parity with the Prior Bonds. For purposes of this ordinance, "System Development Charges" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges that are available for deposit under this ordinance; provided, however that any System Development Charges that are enacted under IC 36-9-23-29, shall be considered as Net Revenues of the sewage works. The City shall not be obligated to pay the Bonds or the interest thereon except from the Net Revenues of the Sewage Works, and the Bonds shall not constitute an indebtedness of the City within the meaning of the provisions and limitations of the constitution of the State of Indiana.

Section 6. Form of the Bonds. The form and tenor of the Bonds shall be substantially as set forth in Exhibit A attached hereto and incorporated herein as if set forth at

this place (with all blanks to be filled in properly and all necessary additions and deletions to be made prior to the delivery thereof).

Section 7. Issuance, Sale and Delivery of the Bonds; Official Statement; Continuing Disclosure; and Bond Purchase Agreement. (a) The Controller is hereby authorized and directed to have the Bonds prepared, and the Mayor, the Controller and the Clerk are each hereby authorized and directed to execute, and attest as appropriate, the Bonds in the form and manner herein provided. The Controller is hereby authorized and directed to deliver the Bonds to the purchaser after sale made in accordance with the provisions of this ordinance, provided that at the time of said delivery, the Controller shall collect the full amount which the purchaser or purchasers have agreed to pay therefor, which amount shall not be less than par value of the Bonds if sold to the Authority as part of its IFA Program, not less than 99% of the par value of the Bonds if sold to any other purchaser, as the case may be. Payment for the Bonds sold to the Authority as a part of its IFA Program may be made in installments. The Bonds herein authorized, when fully paid for and delivered to the purchaser or purchasers, shall be the binding special revenue obligations of the City. The proceeds derived from the sale of the Bonds shall be and are hereby set aside for application on the cost of the Replacement hereinbefore referred to, and the expenses necessarily incurred in connection with the Bonds. The proper officers of the City are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

(b) If any Bonds are sold by public sale, prior to the sale of the Bonds, the Controller shall cause to be published either (i) a notice of bond sale in the newspaper or newspapers published in the City which meet the requirements of IC 5-3-1, two (2) times, at least one (1) week apart, the first publication made at least fifteen (15) days before the date of the sale and the

second publication being made at least three (3) days before the date of the sale, or (ii) a notice of intent to sell in the newspaper or newspapers published in the City which meet the requirements of IC 5-3-1 and the *Indianapolis Business Journal*, all in accordance with IC 5-1-11 and IC 5-3-1. The notice of such sale or a summary thereof may also be published in The Bond Buyer, a financial journal published in the City and State of New York and/or in other publications, in the discretion of the Controller. The notice shall state the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the Controller and the attorneys employed by the City shall deem advisable and any summary notice may contain any information deemed so advisable. The notice will also state that the winning bidder will agree to assist the City in establishing the issue price of the Bonds under Treas. Reg. Section 1.148-1(f) ("Issue Price Regulation"). The criteria for establishing the issue price under the Issue Price Regulation shall be set forth in the preliminary Official Statement and/or the bid form. The notice may provide, among other things, that electronic bidding will be permitted and that the successful bidder shall be required to submit a certified or cashier's check or a wire transfer in an amount equal to one percent (1%) of the principal amount of the Bonds described in the notice to guarantee performance on the part of the bidder, not later than 3:30 p.m. (Fort Wayne time) on the next business day following the award. In the event the successful bidder shall fail or refuse to accept delivery of the Bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then said check and the proceeds thereof shall be the property of the City and shall be considered as its liquidated damages on account of such default. Bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and such interest rate or rates shall

be in multiples of one eighth (1/8), one-twentieth (1/20) or one-hundredth (1/100) of one percent (1%). The notice may provide that the rate bid on a maturity shall be equal to or greater than the rate bid on the immediately preceding maturity. No conditional bid or bid for less than 99% of the face amount of the Bonds will be considered. The opinion of Ice Miller LLP, bond counsel of Indianapolis, Indiana, approving the legality of the Bonds, will be furnished to the purchaser at the expense of the City.

The Bonds shall be awarded by the Controller to the best bidder who has submitted his bid in accordance with the terms of this ordinance, IC 5 1 11 and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the City, to be determined by computing the total interest on all of the Bonds to their maturities and adding thereto the discount bid, if any, and deducting the premium bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which provides a higher net interest cost to the City than the best bid received at the time of the advertised sale will be considered.

Distribution of an Official Statement (preliminary and final) prepared by Baker Tilly Municipal Advisors, LLC, on behalf of the City, is hereby approved and the Mayor or the Controller are authorized and directed to execute the Official Statement on behalf of the City in a form consistent with this ordinance. The Mayor or the Controller are hereby authorized to designate the preliminary Official Statement as "nearly final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission ("Rule"). In lieu of delivering an Official Statement, the City may obtain an investment letter from the purchaser which satisfies federal and state securities laws applicable to such Bonds.

(c) If necessary to comply with the Rule, the City shall execute and deliver a form of Continuing Disclosure Undertaking ("Disclosure Undertaking"). The Mayor or the Controller are hereby authorized and directed to complete and execute the Disclosure Undertaking on behalf of the City, if necessary to comply with the Rule. Notwithstanding any other provisions of this ordinance, failure of the City to comply with the Disclosure Undertaking shall not be considered an event of default under the Bonds or this ordinance. If required by the Authority, in connection with the IFA Program, the City is authorized to execute and deliver a form of Disclosure Undertaking in a form provided by the IFA Program. The Mayor and the Controller, together or individually, are authorized to complete and execute the Disclosure Undertaking on behalf of the City in connection with any series of Bonds sold to the Authority as part of the IFA Program.

(d) As an alternative to public sale, the Controller may negotiate the sale of any series of Bonds to the Authority as a part of its IFA Program. The Mayor and the Controller are hereby authorized to: (i) submit an application to the Authority as a part of its IFA Program; (ii) execute one or more Financial Assistance Agreements with the Authority with terms conforming to this ordinance; and (iii) sell such Bonds upon such terms as are acceptable to the Mayor and the Controller consistent with the terms of this ordinance. The IFA Program has provided a substantially final form of Financial Assistance Agreement, attached hereto as Exhibit B and incorporated herein by reference, which is hereby approved by the Common Council, and the Mayor and Controller are hereby authorized to execute and deliver the same, and to approve any changes in form or substance to the Financial Assistance Agreement, which are consistent with the terms of this ordinance, such changes to be conclusively evidenced by its execution.

(e) The Mayor and the Controller are hereby authorized to negotiate the sale of the Bonds in accordance with a Bond Purchase Agreement or Bond Placement Agreement ("Purchase Agreement") between the City and the purchaser, the purchasers or the placement agent of the Bonds. The Mayor and the Controller are authorized to execute the Purchase Agreement and deliver the Bonds to the purchaser of the Bonds so long as their terms are consistent with this ordinance. Such Purchase Agreement shall establish a final principal amount, interest rate, maturity schedule, optional redemption features and term bond mandatory redemptions, if any. The Purchase Agreement will also state that the purchaser or placement agent, as the case may be, will agree to assist the City in establishing the issue price of the Bonds under Treas. Reg. Section 1.148-1(f).

Section 8. Credit Enhancement; Opinion of Bond Counsel. (a) In the event the municipal advisor to the City certifies to the City that it would be economically advantageous for the City to obtain a municipal bond insurance policy, the City hereby authorizes the purchase of such an insurance policy with respect to the Bonds; provided however, as long as any of the Bonds or Prior Bonds are owned by the Authority as part of the IFA Program and remain outstanding, the City shall receive consent from the Authority before obtaining any such municipal bond insurance policy. The acquisition of a municipal bond insurance policy is hereby deemed economically advantageous in the event the difference between the present value cost of: (a) the debt service on the Bonds if issued without municipal bond insurance and (b) the total debt service on the Bonds if issued with municipal bond insurance, is greater than the cost of the premium on the municipal bond insurance policy. If such an insurance policy is purchased, the Mayor and the Controller are hereby authorized to execute and deliver all agreements with the provider of the insurance policy to the extent necessary to comply with the

terms of such insurance policy and the commitment to issue such policy. Such agreement shall be deemed a part of this ordinance for all purposes and is hereby incorporated herein by reference.

(b) Prior to the delivery of the Bonds, the City shall obtain a legal opinion as to the validity of the Bonds from Ice Miller LLP, Indianapolis, Indiana, bond counsel for the City, with such opinion to be furnished to the purchasers of the Bonds at the expense of the City. The costs of obtaining any surety, insurance, other credit enhancement and/or credit ratings, together with bond counsel's fee in preparing and delivering such opinions and in the performance of related services in connection with the issuance, sale and delivery of the Bonds, shall be considered as a part of the cost of the Replacement and shall be paid out of the proceeds of the Bonds.

Section 9. Replacement of the District Bonds. The Controller shall, with the assistance of the City's municipal advisor and legal counsel, determine the date the District Bonds will be paid, which date will be as soon as legally possible after delivery of the Bonds. The City shall use Bond proceeds deposited into the Acquisition Account (as defined herein) and funds on hand allocable to District Bonds to pay the principal of and interest on and redemption premium, if any, on the District Bonds due on the date on which the District Bonds may be called for redemption.

The Controller shall obtain a verification of an accountant as to the sufficiency of the funds used to accomplish said refunding and legal defeasance of the District Bonds. Costs of issuance of the Bonds not otherwise paid shall be paid from the remaining proceeds by the City. When all the costs of issuance of the Bonds have been paid, the Controller shall then transfer any amount then remaining from the proceeds of the Bonds to the Sinking Fund herein continued.

Section 10. Use of Proceeds of the Bonds; Costs of Issuance, City of Fort Wayne Sewage Works Acquisition Account. The proceeds from the sale of the Bonds shall be deposited and applied as follows:

(a) To satisfy the purposes described in Section 9 above, the Bond proceeds shall be deposited in a bank or banks which are legally qualified depositories for the funds of the City, in the special account to be designated as "City of Fort Wayne Sewage Works Acquisition Account" ("Acquisition Account"). All funds deposited to the credit of the Sewage Works Sinking Fund or Acquisition Account shall be deposited, held, secured or invested in accordance with the laws of the State of Indiana relating to the depositing, holding, securing or investing of public funds, including particularly IC 5-13, as amended and supplemented, and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10. Amounts in the Acquisition Account shall be expended only for the purpose of paying the costs of the Replacement, as described in this ordinance and in the Act, together with all authorized costs relating thereto, including the costs of issuance of the Bonds, and as otherwise permitted or required by the Act and this ordinance. The cost of obtaining the services of Ice Miller LLP, the City Attorney and Baker Tilly Municipal Advisors, LLC, shall be considered as a part of the cost of the Replacement on account of which the Bonds are issued. Any balance or balances remaining unexpended in the Acquisition Account after the Replacement, which are not required to meet unpaid obligations incurred in connection with the Replacement, shall either (1) be paid into the Sewage Works Sinking Fund and used solely for the purposes of the Sewage Works Sinking Fund or (2) be used for

the same purpose or type of project for which the Bonds were originally issued, all in accordance with Indiana Code 5-1-13, as amended. Pursuant to the Act, the owners of the Bonds shall be entitled to a lien on the proceeds of the Bonds until such proceeds are applied as required by this ordinance and by Indiana law.

(b) The accrued interest, if any, and any premium received at the time of delivery of the Bonds shall be deposited in the Sewage Works Sinking Fund continued by this ordinance. Any proceeds of the Bonds to be used for deposits into the Reserve Accounts shall be deposited into either the hereinafter defined 2016 Reserve Account, the Reserve Account or the SRF Reserve Account, as the case may be.

(c) With respect to any Bonds sold to the Authority as part of its IFA Program, to the extent that: (a) the total principal amount of the Bonds is not paid by the purchaser or drawn down by the City or (b) proceeds remain in the Acquisition Account and are not applied to the Replacement, the City shall reduce the principal amount of the Bond maturities to effect such reduction in a manner that will still achieve the annual debt service as described in Section 2 herein subject to and upon the terms set forth in the Financial Assistance Agreement.

Section 11. Segregation and Application of Sewage Works Revenues. All revenues derived from the operation of the Sewage Works and from the collection of sewage rates and charges (including any System Development Charges that are not considered Net Revenues) shall be deposited in a special fund of the City ("Revenue Fund") and segregated and kept separate and apart from all other funds and bank accounts of the City. Out of said revenues the proper and reasonable expenses of operation, repair and maintenance of the Sewage Works shall

be paid, the principal and interest of all bonds and fiscal agency charges of bank paying agents shall be paid, the Reserve Accounts shall be funded, and the costs of replacements, extensions, additions and improvements shall be paid as hereinafter provided. PILOTs shall be made not more frequently than semiannually on June 30 and December 31 and may be made only if all monthly deposits required by this ordinance are current and held as of such dates in the Operation and Maintenance Fund and the Sinking Fund (each as defined herein). No moneys derived from the revenues of the Sewage Works shall be transferred to the General Fund of the City or be used for any purpose not connected with the Sewage Works, except as provided in Section 14 with respect to PILOTs. All moneys deposited in the Revenue Fund may be invested in accordance with IC 5-13, as amended and as applicable, pursuant to IC 5-1.2-1 through IC 5-1.2-4, IC 5-1.2-10, IC 5-1.2-11 and/or IC 5-1.2-14.

Section 12. Operation and Maintenance Fund. The Operation and Maintenance Fund is hereby continued. On the last day of each calendar month, revenues of the Sewage Works shall be transferred from the Revenue Fund to the Operation and Maintenance Fund. The balance maintained in this Fund shall be sufficient to pay the expenses of operation, repair and maintenance for the then next succeeding two calendar months. The moneys credited to this Fund shall be used for the payment of the reasonable and proper operation, repair and maintenance expenses of the sewage works on a day-to-day basis, but none of the moneys in such Fund shall be used for depreciation, replacements, improvements, extensions, additions or PILOTs. Any monies in said Fund in the excess of the expected expenses of operation, repair and maintenance for the next succeeding month may be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the outstanding bonds of the Sewage Works.

Section 13. Sewage Works Sinking Fund. (a) The special fund designated the "Sewage Works Sinking Fund," continued under the Prior Ordinances is hereby continued and designated as the special fund for the payment of the interest on and principal of the Bonds and the payment of any fiscal agency charges in connection with the payment of the Bonds and interest thereon. There shall be set aside and deposited in the Sewage Works Sinking Fund ("Sinking Fund"), as available, and as hereinafter provided, a sufficient amount of the Net Revenues of the Sewage Works (including any System Development Charges that are considered Net Revenues) to meet the requirements of the Bond and Interest Account hereby continued and the Reserve Accounts (as hereinafter defined) hereby continued in the Sinking Fund. The special account within the Sinking Fund designated as the "Reserve Account," is hereby continued as a debt service reserve for all Prior Bonds except those (i) initially purchased by or for the account of the IFA Program or (ii) secured by the hereinafter defined 2016 Reserve Account. The special account within the Sinking Fund designated as the "SRF Reserve Account" is hereby continued as a debt service reserve for the Prior Bonds which were initially purchased by or for the account of the IFA Program and shall serve as the debt service reserve for all Bonds issued hereunder which are initially purchased by or for the account of the IFA Program. The special account within the Sinking Fund designated as the "2016 Reserve Account" is hereby continued and is constituted as a debt service reserve for the 2016 Bonds, the 2017 Bonds, the 2020B Bonds and for any Bonds issued hereunder that are not initially purchased by or for the account of the IFA Program. Such payments shall continue until the balances in the Bond and Interest Account and the Reserve Accounts, equal the principal of and interest on all of the then outstanding bonds of the Sewage Works to their final maturity.

(b) Bond and Interest Account. There is hereby continued, within the Sinking Fund, the Bond and Interest Account. There shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to at least one-twelfth (1/12) of the principal and at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding principal and interest payment dates until the amount of interest and principal payable on the then next succeeding respective interest and principal payment dates shall have been so credited. Beginning on August 1, 2033, there shall be credited on the last day of each calendar month from the Revenue Fund to the Bond and Interest Account an amount of the Net Revenues equal to at least one-sixth (1/6) of the principal and at least one-sixth (1/6) of the interest on all then outstanding bonds payable on the then next succeeding principal and interest payment date until the amount of interest and principal payable on the then next succeeding interest and principal payment date shall have been so credited. There shall similarly be credited to the account any amount necessary to pay the bank fiscal agency charges for paying principal and interest on the then outstanding bonds as the same becomes payable. The City shall, from the sums deposited in the Sinking Fund and credited to the Bond and Interest Account, remit promptly to the registered owner or to the bank fiscal agency sufficient moneys to pay the interest on the due dates thereof together with the amount of bank fiscal agency charges.

(c) Reserve Accounts. On the date of delivery of any series of Bonds which are not initially purchased by or for the account of the IFA Program, funds on hand of the Sewage Works, Bond proceeds, a debt service reserve surety bond ("Surety Bond"), or a combination thereof may be deposited into the 2016 Reserve Account ("2016 Reserve Account") hereby continued; provided, however, as long as any of the Prior Bonds or Bonds are held by or for the

account of the IFA Program, the City shall receive consent of the Authority before funding any portion of the 2016 Reserve Account with such Surety Bond. The balance to be maintained in the 2016 Reserve Account shall equal but not exceed the least of: (i) maximum annual debt service on the Bonds (not initially purchased by or for the account of the IFA Program), the Prior Bonds secured by the 2016 Reserve Account and any parity bonds issued in the future by the City which are payable from Net Revenues of the Sewage Works ("Parity Bonds") and not initially purchased by or for the account of the IFA Program; (ii) 125% of average annual debt service on the Bonds (not initially purchased by or for the account of the IFA Program), the Prior Bonds secured by the 2016 Reserve Account and any Parity Bonds (not initially purchased by or for the account of the IFA Program) or (iii) 10% of the proceeds of the Bonds (not initially purchased by or for the account of the IFA Program), the Prior Bonds secured by the 2016 Reserve Account and any Parity Bonds (not initially purchased by or for the account of the IFA Program) ("2016 Reserve Requirement"). If the initial deposit into the 2016 Reserve Account does not cause the balance therein to equal the 2016 Reserve Requirement or if no deposit is made, a sum of Net Revenues shall be credited to the Reserve Account on the last day of each calendar month until the balance therein equals the 2016 Reserve Requirement. The monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the 2016 Reserve Requirement within five years of the date of delivery of the Bonds. The 2016 Reserve Account shall not secure and may not be used to pay any Prior Bonds secured by the Reserve Account, or any Prior Bonds, Bonds or Parity Bonds which are initially purchased by or for the account of the IFA Program.

The Sewage Works Reserve Account ("Reserve Account") is hereby continued and shall serve as the debt service reserve for all Prior Bonds except (i) those initially purchased by or for

the account of the IFA Program, or (ii) those Prior Bonds secured by the 2016 Reserve Account (at this time, the 2016 Refunding Bonds, the 2017 Refunding Bonds and the 2020B Bonds). The balance to be maintained in the Reserve Account shall equal but not exceed the least of: (i) maximum annual debt service on the Prior Bonds secured by the Reserve Account (not initially purchased by or for the account of the IFA Program or secured by the 2016 Reserve Account); (ii) 125% of average annual debt service on the Prior Bonds secured by the Reserve Account (not initially purchased by or for the account of the IFA Program or secured by the 2016 Reserve Account) or (iii) 10% of the proceeds of the Prior Bonds secured by the Reserve Account (not initially purchased by or for the account of the IFA Program or secured by the 2016 Reserve Account) ("Reserve Requirement"). The Reserve Account is fully funded in an amount equal to the Reserve Requirement. The Reserve Account shall not secure and may not be used to pay any Prior Bonds, Bonds or Parity Bonds which are (i) initially purchased by or for the account of the IFA Program, or (ii) secured by the 2016 Reserve Account.

On the date of delivery of any series of Bonds which are initially purchased by or for the account of the IFA Program, funds on hand of the Sewage Works, Bond proceeds, a Surety Bond, or a combination thereof may be deposited into the SRF Reserve Account ("SRF Reserve Account" and, collectively, with the 2016 Reserve Account and the Reserve Account, referred to as "Reserve Accounts") hereby continued. The balance to be maintained in the SRF Reserve Account shall equal the maximum annual debt service on the Prior Bonds (initially purchased by or for the account of the IFA Program), the Bonds initially purchased by or for the account of the IFA Program and any Parity Bonds initially purchased by or for the account of the IFA Program ("SRF Reserve Requirement"); provided, however, the SRF Reserve Requirement is defined as the initial reserve requirement, and the amount held therein will be decreased on the second day

of each January to the maximum annual debt service on the then outstanding Prior Bonds, Bonds and Parity Bonds initially purchased by or for the account of the IFA Program in the then present or any succeeding year, and provided, further than the City shall give fifteen (15) days prior written notice to the Authority before transferring funds out of the SRF Reserve Account. If the initial deposit into the SRF Reserve Account does not cause the balance therein to equal the SRF Reserve Requirement or if no deposit is made, a sum of Net Revenues shall be credited to the SRF Reserve Account on the last day of each calendar month until the balance therein equals the SRF Reserve Requirement. Notwithstanding the provisions set forth in any of the Prior Ordinances regarding the SRF Reserve Account, the monthly deposits of Net Revenues shall be equal in amount and sufficient to accumulate the SRF Reserve Requirement within five years of the date of delivery of the Bonds. The SRF Reserve Account shall not secure and may not be used to pay any Prior Bonds, Bonds or Parity Bonds which are not initially purchased by or for the account of the IFA Program.

Any Surety Bond for the Reserve Account or the SRF Reserve Account must be issued by an insurance company rated (at the time the Surety Bond is purchased) in the highest rating category by Standard & Poor's Corporation or Moody's Investors Service. However, as long as any of the Prior Bonds or Bonds are held by or for the account of the IFA Program, the City shall receive consent of the Authority before funding any portion of the SRF Reserve Account with such Surety Bond. If such a Surety Bond is purchased, the Mayor and the Controller are hereby authorized to execute and deliver all agreements with the provider of the Surety Bond to the extent necessary to comply with the terms of such Surety Bond and the commitment to issue such policy. Such agreements shall be deemed a part of this ordinance for all purposes and are hereby incorporated herein by reference.

(d) The respective Reserve Accounts shall constitute the margin for safety and a protection against default in the payment of principal and interest on the respective Prior Bonds, the Bonds and any Parity Bonds which they respectively secure, and moneys in the respective Reserve Accounts shall be used to pay current principal and interest on the respective Prior Bonds, the Bonds and any Parity Bonds which they respectively secure to the extent that moneys in the Bond and Interest Account, after applied on a pro rata basis to any outstanding Prior Bonds, Bonds and Parity Bonds, are insufficient for that purpose. Any deficiency in the balances maintained in the respective Reserve Accounts as a result of a transfer to the Bond and Interest Account shall be promptly made up from the next available Net Revenues remaining after credits into the Bond and Interest Account on a pro rata basis within a twelve (12) month period. Any moneys in the respective Reserve Accounts in excess of the 2016 Reserve Requirement, the Reserve Requirement or the SRF Reserve Requirement shall be transferred to the Sewage Works Improvement Fund.

(e) If any Bonds are initially purchased by or for the account of the SRF Program, the Sinking Fund, containing the Bond and Interest Account and the Reserve Accounts, and the Acquisition Account may be held by a financial institution acceptable to the Authority, pursuant to terms acceptable to the Authority. If all or a portion of the Sinking Fund and the accounts therein are held in trust, the City shall transfer the monthly required amounts of Net Revenues to the Bond and Interest Account and the Reserve Accounts in accordance with this Section 13, and the financial institution holding such funds in trust shall be instructed to pay the required payments in accordance with the payment schedules for the City's outstanding bonds. The financial institution selected to serve in this role may also serve as the Registrar and the Paying Agent for such Bonds. If the Acquisition Account is held in trust, the City shall deposit the

proceeds of such Bonds therein until such proceeds are applied consistent with this ordinance and the Financial Assistance Agreement. The Common Council hereby authorizes the Mayor and Controller to execute and deliver an agreement with a financial institution to reflect this trust agreement for all or a part of the Sinking Fund and the Acquisition Account in the form of trust agreement as approved by the Mayor and the Controller, consistent with the terms and provisions of this ordinance.

Section 14. Sewage Works Improvement Fund. After meeting the requirements of the Operation and Maintenance Fund and the Sinking Fund, any excess revenues may be transferred or credited from the Revenue Fund to the "Sewage Works Improvement Fund," hereby continued, and said Fund shall be used for replacements, additions, improvements and extensions of the Sewage Works or for any other lawful purpose, so long as such use pertains to and involves the business of the Sewage Works. PILOTs shall be made not more frequently than semiannually on June 30 and December 31 and may be made only if the amounts required to be held as of such dates in the Operation and Maintenance Fund and the Sinking Fund pursuant to Section 12 and Section 13 are so held after considering any such contemplated payment. Moneys in the Sewage Works Improvement Fund shall be transferred to the Sinking Fund if necessary to prevent a default in the payment of principal of or interest on the then outstanding bonds or, if necessary, to eliminate any deficiencies in credits to or minimum balance in the Reserve Accounts of the Sinking Fund or may be transferred to the Operation and Maintenance Fund to meet unforeseen contingencies in the operation, repair and maintenance of the Sewage Works.

Section 15. Books of Record and Accounts. (a) The City shall keep proper books of record and accounts, separate from all of its other records and accounts, in which completed and

correct entries shall be made showing all revenues collected from said works and deposited in said funds, and all disbursements made therefrom on account of the operation of the works, and to meet the requirements of the Sewage Works Sinking Fund, and all other financial transactions relating to said works, including the amounts set aside or credited to the Sinking Fund, the Operation and Maintenance Fund and the Sewage Works Improvement Fund, and the cash balances in each of said funds and accounts described herein as of the close of the preceding fiscal year. Copies of all such statements and reports shall be kept on file in the office of the Controller.

(b) So long as any of the Prior Bonds are held by the Authority, the City shall establish and maintain the books and other financial records of the projects authorized by the Prior Ordinances ("Projects") (including the establishment of a separate account or subaccount for the Projects) and the Sewage Works in accordance with (i) generally accepted governmental accounting standards for utilities, on an accrual basis, as promulgated by the Government Accounting Standards Board and (ii) the rules, regulations and guidance of the State Board of Accounts.

Section 16. Rates and Charges. The City covenants and agrees that it will establish and maintain just and equitable rates or charges for the use of and the services rendered by said works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses said Sewage Works by or through any part of the Sewage Works system of the City, or that in any way uses or is served by such Sewage Works. Such rates or charges shall, to the extent permitted by law and only so long as the Prior Bonds issued under the 2009 Bond Ordinance are outstanding, be sufficient in each year to produce Net Revenues equal to 1.1 times the greater of the average annual debt service on the Prior Bonds, the Bonds and any

Parity Bonds or the debt service payable during the next succeeding twelve calendar months on the Prior Bonds, the Bonds and any Parity Bonds; provided, however, that System Development Charges shall be excluded, to the extent permitted by law, when determining if such rates and charges are sufficient so long as the Bonds or any Prior Bonds are outstanding and owned by the Authority as part of its IFA Program. For these purposes, the interest rate on variable rate debt shall be assumed to be the average interest rate thereon in the preceding calendar year. Such rates and charges shall be sufficient in each year for the payment of the proper and reasonable expenses of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the Sewage Works, to comply with and satisfy all covenants contained in this ordinance including the sums required to be paid into the Sinking Fund by the Act, this ordinance, and the Financial Assistance Agreement, and to pay all obligations of the Sewage Works and of the City with respect to the Sewage Works.

Such rates or charges shall, if necessary, be changed and readjusted from time to time so that the revenues therefrom shall always be sufficient to meet the expenses of Operation and Maintenance of the Sewage Works and the requirements of the Sinking Fund. The rates or charges so established shall apply to any and all use of such Sewage Works by and service rendered to the City and all departments thereof and shall be paid semiannually by the City or the various departments thereof as the charges accrue.

Section 17. Defeasance. If, when the Bonds issued hereunder (or portions thereof) shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds (or portions thereof) for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds (or portions thereof) then

outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption, then and in that case the Bonds (or portions thereof) issued hereunder shall no longer be deemed outstanding or entitled to the pledge of the Net Revenues of the City's Sewage Works.

Section 18. Additional Bonds. The City also reserves the right to authorize and issue additional Parity Bonds, payable out of the Net Revenues of its Sewage Works, ranking on a parity with the Bonds authorized by this ordinance, for the purpose of financing the cost of future additions, extensions and improvements to the Sewage Works, or to refund obligations, subject to the following conditions:

(a) The interest on and principal of all bonds payable from the revenues of the Sewage Works shall have been paid to date in accordance with the terms thereof, provided, this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the Parity Bonds or other funds of the City, and all required payments into the Sinking Fund shall have been made in accordance with the provisions of this ordinance.

(b) As of the date of issuance of such additional Parity Bonds, the balance in the 2016 Reserve Account shall equal not less than the 2016 Reserve Requirement, the balance in the Reserve Account shall equal not less than the Reserve Requirement, and

the balance in the SRF Reserve Account shall equal not less than the SRF Reserve Requirement, calculated to include principal and interest requirements on the Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued, provided this condition shall be deemed satisfied if any required amount is to be provided from the proceeds of the newly issued Parity Bonds or other funds of the City over a period of no longer than five (5) years following the delivery of the Parity Bonds.

(c) The Net Revenues of the Sewage Works in the fiscal year immediately preceding the issuance of any such Parity Bonds shall be not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued; or, prior to the issuance of the Parity Bonds, the sewage rates and charges shall be increased or the service area or customer base shall be expanded sufficiently so that said increased rates and charges and/or volume applied to the previous fiscal year's operations would have produced Net Revenues for said year equal to not less than one hundred twenty-five percent (125%) of the maximum annual interest and principal requirements of the then outstanding Bonds, any then outstanding parity bonds and the additional Parity Bonds proposed to be issued. For purposes of this subsection, the records of the Sewage Works shall be analyzed and all showings shall be prepared by a certified public accountant or nationally recognized firm of professionals experienced in analyzing financial records of municipal utilities retained by the City for that purpose. In addition, for purposes of this subsection with respect to any Parity Bonds hereafter issued, while the Bonds remain outstanding and owned by the Authority as part of its IFA Program, Net Revenues may not include any revenues from the System

Development Charges unless the Authority provides its consent to include all or some portion of the System Development Charges as part of the Net Revenues or otherwise consents to the issuance of such Parity Bonds without satisfying this subsection (c).

(d) The principal of and mandatory sinking fund payment dates for said additional Parity Bonds shall be payable on August 1 until the date August 1, 2033 and thereafter, shall be payable semiannually on February 1 and August 1, and the interest on said additional Parity Bonds shall be payable semiannually on February 1 and August 1 during the periods in which such principal and interest are payable. If the additional Parity Bonds are issued as capital appreciation bonds, the amount payable at maturity thereof shall be payable on February 1 and/or August 1 during the periods in such maturity amounts are payable.

(e) Additional Parity Bonds issued as variable rate debt must be assumed to bear the maximum interest rate thereon for the purpose of certifying satisfaction of the 125% condition set forth above, and a maximum rate must be set for any such variable rate additional Parity Bonds. Furthermore, any put feature associated with such variable rate debt must be covered by remarketing proceeds or a liquidity facility issued by a provider which is rated in one of the two highest short-term rating categories of Moody's Investors Service or Standard & Poor's Ratings Group.

(f) For so long as any of the Bonds are outstanding and owned by the Authority as part of its IFA Program, (i) the City obtains the consent of the Authority, (ii) the City has faithfully performed and is in compliance with each of its obligations, agreements and covenants contained in the Financial Assistance Agreement and this ordinance, and (iii) the City is in compliance with its National Pollutant Discharge

Elimination System permits, except for non-compliance for which purpose the additional Parity Bonds are issued, including refunding bonds issued prior to, but part of the overall plan to eliminate such non-compliance.

Section 19. Additional Covenants of the City. For the purpose of further safeguarding the interests of the owners of the Bonds herein authorized, it is specifically provided as follows:

(a) So long as the Bonds are outstanding, the City shall at all times maintain its Sewage Works in good condition and operate the same in an efficient manner and at a reasonable cost.

(b) So long as any of the Bonds herein authorized are outstanding, the City shall maintain insurance coverage, including fidelity bonds, to protect the Sewage Works and its operations on the insurable parts of said Sewage Works of a kind and in an amount such as would normally be carried by private companies engaged in a similar type of business and, so long as the Bonds are owned by the Authority as part of its IFA Program, such insurance shall be acceptable to the Authority. All insurance shall be placed with responsible insurance companies qualified to do business under the laws of the State of Indiana, provided, however, such insurance requirement may be satisfied, in part or in whole, through the City's self insurance program. Insurance proceeds and condemnation awards shall be used to replace or repair the property, provided, for so long as the Bonds are owned by the Authority as part of its IFA Program, the Authority may consent to a different use of such proceeds.

(c) So long as any of the Bonds are outstanding, the City shall not mortgage, pledge or otherwise encumber the Sewage Works, or any portion thereof, nor shall it

sell, lease or otherwise dispose of any portion thereof except replace equipment which may become worn out or obsolete; provided, however, if any Bonds are owned by the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority.

(d) If the Authority purchases the Bonds as part of its IFA Program and so long as the Bonds are outstanding and owned by the Authority, and, except as otherwise specifically provided in Section 18 hereof, the City shall not without the prior written consent of the Authority: (i) enter into any lease, contract or agreement or incur any other liabilities in connection with the Sewage Works other than for normal operating expenditures; or (ii) borrow any money (including without limitation any loan from other utilities operated by the City).

(e) Except as hereinbefore provided in Section 18 hereof, so long as any of the Bonds herein authorized are outstanding, no additional bonds or other obligations pledging any portion of the revenues of the Sewage Works shall be authorized, executed or issued by the City except such as shall be made subordinate and junior in all respects to the Bonds herein authorized, unless all of the Bonds herein authorized are redeemed, retired or defeased pursuant to Section 17 hereof coincidentally with the delivery of such additional bonds or other obligations.

(f) The City shall take all action or proceedings necessary and proper to require connection of all property where liquid and solid waste, sewage, night soil, or industrial waste is produced with available sanitary sewers. The City shall, insofar as possible, cause all such sanitary sewers to be connected with the Sewage Works.

(g) The provisions of this ordinance shall constitute a contract by and between the City and the owners of the Bonds herein authorized, and after the issuance of the Bonds, this ordinance shall not be repealed or amended in any respect which will adversely affect the rights of the owners of the Bonds, nor shall the Common Council adopt any law, ordinance or resolution which in any way adversely affects the rights of such owners so long as any of the Bonds or the interest thereon remains unpaid. Except for the changes set forth in Section 23(a)-(f), this ordinance may be amended, however, without the consent of Bond owners, if the Common Council determines, in its sole discretion, that such amendment would not adversely affect the owners of the Bonds provided, however, that if any Bonds are sold to the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority.

(j) The provisions of this ordinance shall be construed to create a trust in the proceeds of the sale of the Bonds herein authorized for the uses and purposes herein set forth, and the owners of the Bonds shall retain a lien on such respective proceeds until the same are applied in accordance with the provisions of this ordinance and of the Act. The provisions of this ordinance shall also be construed to create a trust in the portion of the Net Revenues herein directed to be set apart and paid into the Sewage Works Sinking Fund for the uses and purposes of said fund as in this ordinance set forth. The owner of said Bonds shall have all of the rights, remedies and privileges set forth in the provisions of the Act, including the right to have a receiver appointed to administer said Sewage Works in the event of default in the payment or the principal of or interest on any of the Bonds herein authorized or in the event of default in respect to any of the provisions of this ordinance or the Act.

(k) For purposes of this Section 19 hereof, the term "lease" shall include any lease, contract, or other instrument conferring a right upon the City to use property in exchange for a periodic payments made from the revenues of the Sewage Works, whether the City desires to cause such to be, or by its terms (or its intended effects) is to be, (i) payable as rent, (ii) booked as an expense or an expenditure, or (iii) classified for accounting or other purposes as a capital lease, financing lease, operating lease, non-appropriation leases, installment purchase agreement or lease, or otherwise (including any combination thereof).

The Controller shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts referenced herein. In order to comply with the provisions of this ordinance, the Controller is hereby authorized and directed to employ consultants or attorneys from time to time to advise the City as to requirements of federal law to preserve the tax excludability or exemption.

Section 20. Permitted Actions Relating to Preservation of Excludability of Interest from Federal Gross Income. The Controller is hereby authorized to invest moneys pursuant to IC 5-1-14-3 and the provisions of this ordinance (subject to applicable requirements of federal law to insure such yield is the then current market rate) to the extent necessary or advisable to preserve the excludability from gross income of interest on the Bonds under federal law.

Section 21. Tax Covenants. In order to preserve the excludability of interest on the Bonds from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986 as existing on the date of issuance of the Bonds ("Code"), and as an inducement to purchasers of the Bonds, the City represents, covenants and agrees that:

(a) Since the date of issuance of the District Bonds and until the earlier of the last date of the reasonably expected economic life of the projects constructed with funds from the

District Bonds or the latest maturity date of the Bonds ("Combined Measurement Period"), the Sewage Works will be available for use by members of the general public. Use by a member of the general public means use by natural persons not engaged in a trade or business. During the Combined Measurement Period, no person or entity other than the City or another state or local governmental unit will use more than 10% of the proceeds of the Bonds or property financed by the District Bonds other than as a member of the general public. During the Combined Measurement Period, no person or entity other than the City or another state or local governmental unit will own property financed by the District Bonds or will have any actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, arrangements such as take-or-pay or output contracts or any other type of arrangement that conveys other special legal entitlements and differentiates that person's or entity's use of such property from use by the general public, unless such uses in the aggregate relate to no more than 10% of the proceeds of the Bonds. If the City enters into a management contract for the Sewage Works, the terms of the contract will comply with IRS Revenue Procedure 2017-13, as it may be amended, supplemented or superseded from time to time, so that the contract will not give rise to private business use under the Code and the Regulations, unless such use in aggregate relates to no more than 10% of the proceeds of the Bonds.

(b) No more than 10% of the principal of or interest on the District Bonds and the Bonds over the Combined Measurement Period will (under the terms of the District Bonds, Bonds, this ordinance or any underlying arrangement), directly or indirectly, secured by an interest in property used or to be used for any private business use or payments in respect of any private business use or payments in respect of such property or to be derived from payments

(whether or not to the City) in respect of such property or borrowed money used or to be used for a private business use.

(c) No more than 5% of the Bond proceeds will be loaned to any person or entity other than another state or local governmental unit. No more than 5% of the Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.

(d) The City reasonably expects, as of the date hereof, that the Bonds will not meet either the private business use test described in paragraph (a) and (b) above or the private loan test described in paragraph (c) above for the Combined Measurement Period.

(e) During the Combined Measurement Period, no more than 5% of the proceeds of the Bonds will be attributable to private business use as described in (a) and private security or payments described in (b) attributable to unrelated or disproportionate private business use. For this purpose, the private business use test is applied by taking into account only use that is not related to any government use of proceeds of the issue (Unrelated Use) and use that is related but disproportionate to any governmental use of those proceeds (Disproportionate Use).

(f) The City will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the excludability from gross income for federal tax purposes on the Bonds pursuant to Section 103 of the Code, nor will the City act in any other manner which would adversely affect such excludability. The City covenants and agrees not to enter into any contracts or arrangements which would cause the Bonds to be treated as private activity bonds under Section 141 of the Code.

(g) It shall be not an event of default under this ordinance if the interest on any Bond is not excludable from gross income for federal tax purposes or otherwise pursuant to any

provision of the Code which is not currently in effect and in existence on the date of issuance of the Bonds.

(h) The City represents that it will rebate any arbitrage profits to the United States in accordance with the Code. If required by the Authority, in connection with the IFA Program, the City is authorized to execute and deliver a form of Rebate Agreement in a form provided by the IFA Program. The Mayor and the Controller, together or individually, are authorized to complete and execute the Rebate Agreement on behalf of the City in connection with any series of Bonds sold to the Authority as part of the IFA Program.

(i) These covenants are based solely on current law in effect and in existence on the date of delivery of such Bonds.

Section 22. Compliance with Tax Sections. Notwithstanding any other provisions of this ordinance, the covenants and authorizations contained in this ordinance ("Tax Sections") which are designed to preserve the excludability of interest on the Bonds from gross income under federal law ("Tax Exemption") need not be complied with if the City receives an opinion of nationally recognized bond counsel that any Tax Section is unnecessary to preserve the Tax Exemption.

Section 23. Supplemental Ordinances. Subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of the Bonds issued pursuant to this ordinance and then outstanding shall have the right, from time to time, anything contained in this ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance or ordinances supplemental hereto as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in whole or in

part, any of the terms or provisions contained in this ordinance, or in any supplemental ordinance; provided, however, that so long as the Bonds are owned by the Authority as part of its IFA Program, the City shall obtain the prior written consent of the Authority; and provided, further, that nothing herein contained shall permit or be construed as permitting:

(a) An extension of the maturity of the principal of, mandatory sinking fund redemption dates, if any, or interest on any Bond issued pursuant to this ordinance; or

(b) A reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon; or

(c) The creation of a lien upon or a pledge of the revenues of the Sewage Works ranking prior to the pledge thereof created by this ordinance; or

(d) A preference or priority of any Bonds issued pursuant to this ordinance over any other Bonds issued pursuant to the provisions of this ordinance; or

(e) A reduction in the aggregate principal amount of the Bonds required for consent to such supplemental ordinance; or

(f) A reduction in the 2016 Reserve Requirement, the Reserve Requirement or the SRF Reserve Requirement.

If the owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Bonds outstanding at the time of adoption of such supplemental ordinance shall have consented to and approved the adoption thereof by written instrument to be maintained on file in the office of the Clerk of the City, no owner of any Bond issued pursuant to this ordinance shall have any right to object to the adoption of such supplemental ordinance or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the City or

its officers from adopting the same, or from taking any action pursuant to the provisions thereof. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this ordinance shall be, and shall be deemed, modified and amended in accordance therewith, and the respective rights, duties and obligations under this ordinance of the City and all owners of Bonds issued pursuant to the provisions of this ordinance then outstanding, shall thereafter be determined, exercised and enforced in accordance with this ordinance, subject in all respects to such modifications and amendments. Notwithstanding anything contained in the foregoing provisions of this ordinance, the rights and obligations of the City and of the owners of the Bonds authorized by this ordinance, and the terms and provisions of the Bonds and this ordinance, or any supplemental ordinance, may be modified or altered in any respect with the consent of the City and the consent of the owners of all the Bonds issued pursuant to this ordinance then outstanding.

Section 24. Rates and Charges. The estimates of the rates and charges of the Sewage Works are set forth in Ordinance No. G-20-01-37 adopted on February 25, 2020, which ordinance is incorporated herein by reference.

Section 25. Ordinance Constitutes Resolution under IC 36-9-23. For purposes of Sections 10 and 12 of IC 36-9-23, this ordinance shall constitute and be deemed as the "resolution" as such term is used under Sections 10 and 12 of IC 36-9-23.

Section 26. Repeal of Conflicting Ordinances. All ordinances and parts of ordinances in conflict herewith are hereby repealed; provided, however, that this ordinance shall not be construed as repealing or modifying in any respect any of the provisions of the Prior Ordinances nor be construed as adversely affecting the rights of any of the holders of the Prior Bonds or the Bonds.

Section 27. Captions. The captions in this ordinance are inserted only as a matter of convenience and reference, and such captions are not intended and shall not be construed to define, limit, establish, interpret or describe the scope, intent or effect of any provision of this ordinance.

Section 28. Effectiveness. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

[Remainder of page intentionally left blank.]

PASSED AND ADOPTED by the Common Council of Fort Wayne, Indiana, on this _____day of _____, 2021.

COMMON COUNCIL OF THE
CITY OF FORT WAYNE, INDIANA

By:_____
Member of the Common Council

APPROVED AS TO FORM AND LEGALITY

_____
Carol Helton, City Attorney

EXHIBIT A

FORM OF REGISTERED BOND

[Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City of Fort Wayne, Indiana, or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

NO. _____

UNITED STATES OF AMERICA

STATE OF INDIANA COUNTY OF ALLEN

CITY OF FORT WAYNE
SEWAGE WORKS REVENUE BOND OF _____[, SERIES _____]

Interest Rate	Maturity Date	Original Date	Authentication Date	CUSIP

REGISTERED OWNER:

PRINCIPAL SUM:

The City of Fort Wayne, in Allen County, State of Indiana ("City"), for value received, hereby promises to pay to the Registered Owner named above or registered assigns, solely out of the special revenue fund hereinafter referred to, the Principal Sum set forth above[, or so much thereof as may be advanced from time to time and be outstanding as evidenced by the records of the registered owner making payment for this bond, or its assigns,] on [the Maturity Date set forth above] **OR** [on the dates and in the amounts as set forth on Exhibit A attached hereto] (unless this bond be subject to and shall have been duly called for redemption and payment as provided for herein), and to pay interest hereon until the Principal Sum shall be fully paid at the rate[s] per annum [specified above] **OR** [as set forth on Exhibit A attached hereto] from [the dates of payment made on this bond] **OR** [the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month preceding an interest payment date and on or before such interest payment in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, ____, in which case it shall bear interest from the Original Date,] until the principal is paid, which interest is payable semiannually on the first days

of February and August in each year, beginning on _____ 1, 20__. Interest shall be calculated according to a 360-day calendar year containing twelve 30-day months.

[The principal of this bond is payable at the principal office of _____ _____ ("Registrar" or "Paying Agent"), in the _____ of _____, Indiana.] All payments of [principal of and] interest on this bond shall be paid by [check mailed one business day prior to the interest payment date] **OR** [wire transfer for deposit to a financial institution as directed by the Indiana Finance Authority ("Authority") on the due date or, if such due date is a day when financial institutions are not open for business, on the business day immediately after such due date] to the registered owner hereof, as of the fifteenth day of the month preceding such payment, at the address as it appears on the registration books kept by [_____ ("Registrar" or "Paying Agent") in the _____ of _____, Indiana] OR [the Registrar] or at such other address as is provided to the Paying Agent in writing by the registered owner. [If payment of principal or interest is made to a depository, payment shall be made by wire transfer on the payment date in same-day funds. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Paying Agent shall wire transfer payments by 1:00 p.m. (New York City time) so such payments are received at the depository by 2:30 p.m. (New York City time).] [Notwithstanding anything to the contrary herein, this bond shall not be required to be presented or surrendered to receive payment in connection with any mandatory sinking fund redemption until the final maturity date of this bond or earlier payment in full of this bond.] All payments on the Bond shall be made in any coin or currency of the United States of America, which on the dates of such payment, shall be legal tender for the payment of public and private debts.

THE CITY SHALL NOT BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON EXCEPT FROM THE HEREINAFTER DESCRIBED SPECIAL FUND, AND NEITHER THIS BOND NOR THE ISSUE OF WHICH IT IS A PART SHALL IN ANY RESPECT CONSTITUTE A CORPORATE INDEBTEDNESS OF THE CITY WITHIN THE PROVISIONS AND LIMITATIONS OF THE CONSTITUTION OF THE STATE OF INDIANA.

This bond is [the only] one of an authorized issue of bonds of the City[, issued in series] [of like date, tenor and effect, [except as to rates of interest[series designation,]] and dates of maturity] aggregating _____ Dollars ($_____) [for this series]; numbered consecutively from 1 up; issued for the purpose of providing funds to be applied on the cost of [replacing and satisfying the liability of certain District Bonds (as defined in the hereinafter defined Ordinance] and to pay issuance expenses [including a premium for a debt service reserve surety]. This bond is issued pursuant to an Ordinance adopted by the Common Council of the City on the _____ day of _____, 2021, entitled "AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AUTHORIZING THE REPLACEMENT AND SATISFACTION OF CERTAIN OUTSTANDING SEWAGE WORKS REVENUE BONDS OF THE ALLEN COUNTY REGIONAL WATER & SEWER DISTRICT THROUGH THE ISSUANCE AND SALE OF ADDITIONAL REVENUE BONDS TO PROVIDE FUNDS FOR THE PAYMENT OF THE COSTS THEREOF, AND THE COLLECTION, SEGREGATION AND DISTRIBUTION OF THE REVENUES OF SUCH SEWAGE WORKS AND OTHER RELATED MATTERS, AND

REPEALING ORDINANCES INCONSISTENT HEREWITH" ("Ordinance"), and in accordance with the provisions of Indiana law, including without limitation [Indiana Code 5-1-5 and] Indiana Code 36-9-23 as in effect on the date of delivery of the bonds of this issue ("Act"), the proceeds of which bonds are to be applied to the costs of the [refunding and legal defeasance of the District Bonds] and expenses incurred in connection therewith[, including a premium for a debt service reserve surety].

[Reference is hereby made to the Financial Assistance Agreement ("Financial Assistance Agreement") between the City and the Authority concerning certain terms and covenants pertaining to the Project and the purchase of this bond as part of the wastewater loan program established and existing pursuant to IC 5-1.2-1 through IC 5-1.2-4 and IC 5-1.2-10.]

Pursuant to the provisions of the Act and the Ordinance, the principal of and interest on this bond and all other bonds of said issue, [including the [Taxable] Sewage Works Revenue [[and] Refunding Revenue] Bonds of 20___, Series ___ ("Series ___ Bonds")] and any bonds hereafter issued on a parity therewith are payable solely from the Sewage Works Sinking Fund continued by the Ordinance ("Sinking Fund") to be provided from the Net Revenues (defined as gross revenues, inclusive of System Development Charges (as defined in the Ordinance), after deduction only for the payment of the reasonable expenses of operation, repair and maintenance, excluding transfers for payments in lieu of property taxes) of the sewage works of the City. This bond and the issue of which it is a part constitute a first charge upon the Net Revenues and shall rank on a parity with the Prior Bonds, as defined in the Ordinance [and the Series ___ Bonds].

[Pursuant to the Ordinance defined therein, the City has set aside securities (purchased from proceeds of the bonds of this issue and funds on hand of the City) and certain cash in a Trust Account to provide payment of principal of and interest [and redemption premium] on the Refunded Bonds by the purchase of obligations of the United States of America.]

The City irrevocably pledges the entire Net Revenues of the sewage works to the prompt payment of the principal of and interest on the bonds authorized by the Ordinance, of which this is one, and any bonds ranking on a parity therewith, including the Prior Bonds [and the Series __ Bonds] to the extent necessary for that purpose, and covenants that it will cause to be fixed, maintained and collected such rates and charges for services rendered by the utility as are sufficient in each year for the payment of the proper and reasonable expenses of Operation and Maintenance (as defined in the Financial Assistance Agreement) of the sewage works and for the payment of the sums required to be paid into the Sinking Fund under the provisions of the Act and the Ordinance. If the City or the proper officers thereof shall fail or refuse to so fix, maintain and collect such rates or charges, or if there be a default in the payment of the interest on or principal of this bond, the owner of this bond shall have all of the rights and remedies provided for in the Act, including the right to have a receiver appointed to administer the works and to charge and collect rates sufficient to provide for the payment of this bond and the interest hereon.

The City further covenants that it will set aside and pay into its Sinking Fund monthly, as available, or more often if necessary, a sufficient amount of the Net Revenues of the sewage works for payment of (a) the interest on all bonds which by their terms are payable from the

revenues of the sewage works, as such interest shall fall due, (b) the necessary fiscal agency charges for paying bonds and interest, (c) the principal of all bonds which by their terms are payable from the revenues of the sewage works, as such principal shall fall due, and (d) an additional amount as a margin of safety to [create and] maintain the debt service reserve required by the Ordinance. Such required payments shall constitute a first charge upon all the Net Revenues of the sewage works on a parity with the Prior Bonds [and the Series __ Bonds].

The bonds of this issue maturing on and after _____ 1, 20___, are redeemable at the option of the City on _____ 1, 20___, or any date thereafter, on [sixty (60)] **OR** [thirty (30)] days' notice, in whole or in part, [in inverse order of maturity] **OR** [in the order of maturity as determined by the City] and by lot within a maturity, at face value, together with the following premiums:

__% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
__% if redeemed on _____ 1, 20__ or thereafter
on or before _____, 20__;
0% if redeemed on _____ 1, 20__ or thereafter
prior to maturity;

plus accrued interest to the date fixed for redemption[; provided, however, if the bonds are sold to the IFA Program and registered in the name of the Authority, the bond shall not be redeemable at the option of the City unless and until consented to by the Authority].

[The bonds maturing on _____ 1, 20____, are subject to mandatory sinking fund redemption prior to maturity, at a redemption price equal to the principal amount thereof plus accrued interest, on the dates and in the amounts set forth below:

_____ Term Bond

Date	Amount
*	

* Final Maturity]

Each [Five Thousand Dollars ($5,000)] [One Dollar ($1)] principal amount shall be considered a separate bond for purposes of optional [and mandatory] redemption. If less than an entire maturity is called for redemption, the bonds to be redeemed shall be selected by lot by the Registrar. [If some bonds are to be redeemed by optional redemption and mandatory sinking fund redemption on the same date, the Registrar shall select by lot the bonds for optional redemption before selecting the bonds by lot for the mandatory sinking fund redemption.]

Notice of such redemption shall be mailed to the address of the registered owner as shown on the registration records of the City, as of the date which is [sixty-five (65)] [forty-five (45)] days prior to such redemption date, not less than [sixty (60)] [thirty (30)] days prior to the date fixed for redemption unless the notice is waived by the registered owner of this bond. The notice shall specify the date and place of redemption and sufficient identification of the bonds called for redemption. The place of redemption may be determined by the City. Interest on the

bonds so called for redemption shall cease on the redemption date fixed in such notice if sufficient funds are available at the place of redemption to pay the redemption price on the date so named.

If this bond shall not be presented for payment or redemption on the date fixed therefor, the City may deposit in trust with its depository bank an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with said bank for payment and the City shall have no further obligation or liability in respect thereto.

This bond is transferable or exchangeable only upon the books of the City kept for that purpose at the [principal corporate trust] office of the Registrar by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer or exchange satisfactory to the Registrar duly executed by the registered owner, or his attorney duly authorized in writing, and thereupon a new fully registered bond or bonds in an authorized aggregate principal amount and of the same maturity, shall be executed and delivered in the name of the transferee or transferees or to the registered owner, as the case may be, in exchange therefor. This bond may be transferred without cost to the registered owner except for any tax or governmental charge required to be paid with respect to the transfer. The City, the Registrar, the Paying Agent and any other registrar or paying agent for this bond may treat and consider the person in whose name this bond is registered as the absolute owner hereof for all purposes including for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon.

[The bonds shall be initially issued in a Book Entry System (as defined in the Ordinance). The provisions of this bond and of the Ordinance are subject in all respects to the provisions of the Letter of Representations between the City and The Depository Trust Company, or any substitute agreement, effecting such Book Entry System.]

This bond is subject to defeasance prior to redemption or payment as provided in the Ordinance referred to herein. THE OWNER OF THIS BOND, BY THE ACCEPTANCE HEREOF, HEREBY AGREES TO ALL THE TERMS AND PROVISIONS CONTAINED IN THE ORDINANCE. The Ordinance may be amended without the consent of the owners of the bonds as provided in the Ordinance if the Common Council determines, in its sole discretion, that the amendment shall not adversely affect the rights of any of the owners of the bonds.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of [$5,000 or any integral multiple thereof] [$1 or any integral multiple thereof] [$100,000 and any integral multiple of $5,000 thereafter]. [The sale or transfer of this bond in principal amounts of less than $100,000 is prohibited other than through a primary offering.]

It is hereby certified and recited that all acts, conditions and things required to be done precedent to and in the execution, issuance and delivery of this bond have been done and performed in regular and due form as provided by law.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been executed by an authorized representative of the Registrar.

IN WITNESS WHEREOF, the City of Fort Wayne, in Allen County, Indiana, has caused this bond to be executed in its corporate name by the manual or facsimile signature of its Mayor, countersigned by the manual or facsimile signature of the Controller, and its corporate seal to be hereunto affixed, imprinted or impressed by any means and attested manually or by facsimile by its Clerk.

CITY OF FORT WAYNE, INDIANA

By _____
Mayor

COUNTERSIGNED:

By _____
Controller

[SEAL]

Attest:

_____
Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned Ordinance.

_____,
as Registrar

By _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ this bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond in the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

[EXHIBIT A

[To be completed on a separate page]]

EXHIBIT B

FORM OF FINANCIAL ASSISTANCE AGREEMENT

STATE OF INDIANA
WASTEWATER REVOLVING LOAN PROGRAM

FINANCIAL ASSISTANCE AGREEMENT made as of this ____ day of _____ 2021 by and between the Indiana Finance Authority (the "Finance Authority"), a body politic and corporate, not a state agency but an independent instrumentality of the State of Indiana (the "State") and the City of Fort Wayne, Indiana (the "Participant"), a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 36-4 and the Interlocal Agreement (the "Interlocal Agreement") among the Participant and the Allen County Regional Water and Sewer District (the "District"), witnesseth:

WHEREAS, the State's Wastewater Revolving Loan Program (the "Wastewater SRF Program") has been established in accordance with the federal Clean Water Act and the regulations promulgated thereunder, and pursuant to I.C. 5-1.2-10 (the "Wastewater SRF Act"), which Wastewater SRF Act also establishes the wastewater revolving loan fund (the "Wastewater SRF Fund") for among other eligible purposes to make loans to finance eligible projects; and

WHEREAS, pursuant to the Wastewater SRF Act, the State was authorized to fund the Wastewater SRF Program with federal capitalization grants, together with required state matching funds therefor, and to operate the Wastewater SRF Program, and prior to May 15, 2005 so funded and operated the Wastewater SRF Program; and

WHEREAS, pursuant to Public Law 235 - 2005, by operation of law and effective May 15, 2005, the Finance Authority has become the successor to the State in all matters related to the Wastewater SRF Program (including use and acceptance of federal capitalization grants and required state matching funds and operation of the Wastewater SRF Program); and

WHEREAS, the Participant is a duly existing political subdivision of the State, lawfully empowered to undertake all transactions and execute all documents mentioned or contemplated herein; and

WHEREAS, the Participant has previously entered into fifteen (15) Financial Assistance Agreements with the Finance Authority, (or the State in its capacity as predecessor to the Finance Authority in matters related to the Wastewater SRF Program and the Drinking Water SRF Program), dated as of October 14, 2005, December 13, 2006, January 1, 2009, September 15, 2009, December 23, 2009, October 26, 2011, October 26, 2011, November 15, 2011, September 10, 2012, July 17, 2014, November 20, 2014, July 12, 2016, October 12, 2016, November 15, 2018 and March 31, 2020 (collectively the "Prior Agreements"), to borrow money from the Wastewater SRF Program or the Drinking Water SRF Program to construct and acquire separate projects (as described and defined in the Prior Agreements); and

WHEREAS, the Participant is also entering into two (2) Financial Assistance Agreements with the Finance Authority, each dated as of _____, 20__ to borrow money from the Drinking Water SRF Program and Wastewater SRF Program, to construct and acquire separate projects as described and defined therein (together with the Prior Agreements, the "Other Agreements"); and

WHEREAS, the Allen County Regional Water and Sewer District, a political subdivision as defined in I.C. 5-1.2-2-57 and existing under I.C. 13-26 (the "District"), issued its Sewage Works Refunding Revenue Bond of 2021, dated May 28, 2021, issued in the original principal amount of Twelve Million Eight Hundred Ten Thousand Dollars (12,810,000) (the "Replaced Bonds"), as purchased by the Finance Authority through its Wastewater SRF Program and its related loan (the "Replaced Loan"), made pursuant to the Amended and Restated Financial Assistance Agreement, dated as of May 28, 2021, by and between the Finance Authority and the District (the "Prior Financial Assistance Agreement");

WHEREAS, the Prior Financial Assistance Agreement amended and restated certain agreements entered into by and between the Finance Authority and the District, including (i) an Amended and Restated Financial Assistance Agreement (Designated as an Equivalency Project; Construction Funding Loan Only) with the Finance Authority, dated as of September 14, 2016 (the "2015/2016 Equivalency SRF Project Agreement"), (ii) an Amended and Restated Financial Assistance Agreement (Funding Not Designated as an Equivalency Project) with the Finance Authority, dated as of September 14, 2016 (the "2015/2016 Equivalency Non-Equivalency SRF Project Agreement" and, together with the 2015/2016 Equivalency SRF Project Agreement, collectively, the "2015/2016 SRF Project Agreement" and (iii) five Financial Assistance Agreements with the Finance Authority, dated as of December 27, 2007 (the "2007 SRF Project Agreement"), December 30, 2008 (the "2008 SRF Project Agreement"), December 18, 2012 (the "2012 SRF Project Agreement"), March 9, 2017 (the "2017 SRF Project Agreement") and October 29, 2018 (the "2018 SRF Project Agreement"); and

WHEREAS, the Replaced Bonds and Replaced Loan were used by the District to refinance certain eligible improvements to the District's wastewater treatment facilities (the "Transferred Treatment Works"), as further described in Exhibit A attached hereto and incorporated herein by reference, with such Replaced Bonds and Replaced Loan having an aggregate outstanding principal balance, as of the date first above, of Twelve Million Seven Hundred Fifty-Six Thousand Dollars ($12,756,000); and

WHEREAS, the Participant has represented to and advised the Finance Authority that pursuant to transactions contemplated by the Interlocal Agreement and an Utility System Asset Acquisition Agreement, dated August 25, 2021 by and between the Participant and the District (the "Acquisition Agreement"), the Participant will acquire, own and operate the Transferred Treatment Works (including by effectuating borrowing transaction pursuant to this Agreement to finance transactions that will cause the Replaced Loan to cease being continuing obligations of the District) as part of the Participant's Treatment Works (as hereinafter defined); and

WHEREAS, the Participant has proposed to the Finance Authority that certain bonds of the Participant (the "Bonds") be exchanged as of the Sale Date for the Replaced Bonds currently held to evidence payment obligations related to the Replaced Loan (the "Exchange Transaction"); and

WHEREAS, subject to the terms hereof, the Participant has determined to undertake the Exchange Transaction as of the Sale Date pursuant to this Agreement, which for purposes of the

Wastewater SRF Program will constitute an eligible financing of an acquisition of a wastewater treatment system and the Participant will borrow money from the Wastewater SRF Program to effect such purpose (the "Project"); and

WHEREAS, the Finance Authority and the Participant desire to set forth the terms of such financial assistance as hereinafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein set forth, the Finance Authority and the Participant agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Capitalized terms in the foregoing recitals and elsewhere in this Agreement shall, for all purposes of this Agreement, have the meaning ascribed therein. Additionally, the following terms shall, for all purposes of this Agreement, have the following meaning:

"Acquisition Fund" shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument to receive proceeds of the Bonds and from which Eligible Costs of the Project may be paid by the Participant.

"Agency" shall mean the United States Environmental Protection Agency or its successor.

"**Asset Management Program**" means programs, plans and documentation (including a Fiscal Sustainability Plan) that demonstrates that the Participant has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works and which is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

"Authorizing Instrument(s)" shall mean the following:

(a) As such respects the Participant's Bonds, the separate trust indenture(s) of the Participant entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the Participant, pursuant to which the Bonds are issued, in accordance with State law.

(b) As such respects the Replaced Bonds, the separate trust indenture(s) of the District entered into with a corporate trustee or the detailed resolution(s) or ordinance(s) of the governing body of the District, pursuant to which the Replaced Bonds were issued, in accordance with State law.

"Authorized Representative" shall mean the Controller of the Participant or such other officer, official, or representative of the Participant duly authorized to act for and on behalf of the Participant as provided for herein.

"Bond" or **"Bonds"** shall mean the instrument(s) which evidence(s) the Loan and more fully described in Exhibit C hereto, as authorized by the Authorizing Instrument and containing the terms set forth in Section 2.02 of this Agreement.

"Bond Fund" shall mean the separate and segregated fund or account established and created by the Participant pursuant to the Authorizing Instrument from which payment of the principal of and interest on the Bonds is required to be made by the Participant.

"Business Day" shall mean any day other than a Saturday, Sunday or State legal holiday or any other day on which financial institutions in the State are authorized by law to close and to remain closed.

"Clean Water Act" shall mean the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251-1387, and other laws, regulations and guidance supplemental thereto (including the 2014 Appropriations Act and the Water Resources Reform and Development Act of 2014), as amended and supplemented from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, together with the regulations related thereto.

"**Credit Instrument**" means a letter of credit, surety bond, liquidity facility, insurance policy or comparable instrument furnished by a Credit Provider that is used by the Participant to meet all or a portion of any debt service reserve requirement securing the Bonds or any other bonds payable from the revenues of the Treatment Works, which bonds are on a parity with the Bonds.

"**Credit Provider**" means a bank, insurance company, financial institution or other entity providing a Credit Instrument.

"Department" shall mean the Indiana Department of Environmental Management created under I.C. 13-13-1-1 or its successor.

"Deposit Agreement" shall mean an agreement between the Participant and the Deposit Agreement Counterparty in such form as from time to time determined by the Finance Authority pursuant to which (a) the Participant's Bond Fund (including any reserve account established and created by the Participant pursuant to the Authorizing Instrument related thereto) shall be held by such Deposit Agreement Counterparty and available for payment of the Bonds and any other similar obligations of the Participant that are payable from the Bond Fund regardless whether they are on a parity basis, (b) such Deposit Agreement Counterparty serves as the paying agent for the Bonds and any other such similar obligations of the Participant that are payable from the Bond Fund, and (c) the Participant's Acquisition Fund may be held by such Deposit Agreement Counterparty upon any Loan disbursement by the Finance Authority to it from time to time.

"Deposit Agreement Counterparty" shall mean the financial institution that enters into a Deposit Agreement with the Participant, which financial institution shall be approved by the Finance Authority and may be replaced by the Finance Authority from time to time.

"Director of Environmental Programs" shall mean the person designated by the Finance Authority as authorized to act as the Director of Environmental Programs (which designation includes such Director's assumption of the duties previously assigned to the Wastewater SRF Program Representative and the Wastewater SRF Program Director) and where not limited, such person's designee.

"Disbursement Agent" shall mean the party disbursing the Loan to or for the benefit of the Participant, which shall be the Trustee unless amounts are held in the Acquisition Fund, in which case the Disbursement Agent shall thereafter be the Deposit Agreement Counterparty as the party disbursing amounts that are held in the Acquisition Fund unless otherwise agreed by the Finance Authority.

"Disbursement Request" shall mean a request for a disbursement of the Loan made by an Authorized Representative in such form as the Finance Authority may from time to time prescribe.

"Disclosure Agreement" shall mean a continuing disclosure undertaking of the Participant to meet the requirement of Rule 15c2-12 (as amended and replaced from time to time and as currently promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended) that is applicable to the Finance Authority Bonds, substantially in the form attached in Exhibit D to this Agreement which is incorporated herein by this reference.

"Disclosure Certificate" shall mean certification in such form and substance as the Finance Authority may from time to time reasonably determine to be necessary in connection with its original issuance disclosure or continuing disclosure obligations (as applicable to the Finance Authority Bonds) including under Rule 15c2-12 (as amended and replaced from time to time and as currently promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended), which may include certifications substantially in the form attached in Exhibit E to this Agreement which is incorporated herein by this reference.

"Eligible Cost" shall mean and include, whether incurred before or after the date of this Agreement, all costs which have been incurred and qualify for Financial Assistance, including engineering, financing and legal costs related thereto.

"Finance Authority" shall mean the Indiana Finance Authority, a body politic and corporate, not a state agency but an independent instrumentality of the State.

"Finance Authority Bonds" shall mean any Finance Authority State Revolving Fund Program Bonds or other similar obligations of the Finance Authority issued as a part of the Wastewater SRF Program within the meaning of the Wastewater SRF Indenture.

"Financial Assistance" shall mean the financial assistance authorized by the Clean Water Act, including the Loan.

"**Fiscal Sustainability Plan**" means in connection with a project that provides for the

repair, replacement, or expansion of an existing Treatment Works, a plan that is consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act and includes (a) an inventory of critical assets that are a part of the Treatment Works, (b) an evaluation of the condition and performance of inventoried assets or asset groupings; (b) a certification that the Participant has evaluated and will be implementing water and energy conservation efforts as part of the plan; and (d) a plan for maintaining, repairing, and, as necessary, replacing the Treatment Works and a plan for funding such activities.

"Loan" shall mean the purchase of the Bonds by the Finance Authority to finance the planning, designing, acquisition, constructing, renovating, improving and expanding of the Participant's Treatment Works or refinance an existing debt obligation where such debt was incurred and building of such systems began after March 7, 1985, but does not mean the provision of other Financial Assistance.

"Original Projects" shall mean the Transferred Treatment Works' improvements acquired and constructed by the District from Wastewater SRF Program financings constituting the Replaced Loan, pursuant to the Prior Financial Assistance Agreement, which are described in Exhibit A to this Agreement (which is hereby incorporated by reference).

"Operation and Maintenance" shall mean the activities required to assure the continuing dependable and economic function of the Treatment Works, including maintaining compliance with National Pollutant Discharge Elimination System permits, as follows:

(1) Operation shall mean the control and management of the united processes and equipment which make up the Treatment Works, including financial and personnel management, records, reporting, laboratory control, process control, safety and emergency operation planning and operating activities.

(2) Maintenance shall mean the preservation of the functional integrity and efficiency of equipment and structures by implementing and maintaining systems of preventive and corrective maintenance, including replacements.

"Prior Financial Assistance Agreement" shall mean that Amended and Restated Financial Assistance Agreement, dated as of May 28, 2021, by and between the Finance Authority and the District.

"Replaced Bonds" shall mean the Allen County Regional Water and Sewer District Sewage Works Refunding Revenue Bond of 2021, dated May 28, 2021, issued in the original principal amount of Twelve Million Eight Hundred Ten Thousand Dollars (12,810,000), currently outstanding in the principal amount of Twelve Million Seven Hundred Fifty-Six Thousand Dollars ($12,756,000), and as further described in Exhibit B to this Agreement (which is hereby incorporated by reference) which evidences the Replaced Loan, as authorized by the Authorizing Instruments and containing the terms set forth in such Replaced Bonds, the related Prior Financial Assistance Agreement and Authorizing Instruments.

"**Sale Date**" shall mean _____, 2021 or such other date and time as mutually agreed to by the Finance Authority and the Participant..

"**SRF Policy Guidelines**" shall mean guidance of general applicability (as from time to time published, amended and supplemented by the Finance Authority) pertaining to participants utilizing financial assistance in connection with their projects funded in whole or in part through the Wastewater SRF Program.

"**State**" shall mean the State of Indiana.

"**System Development Charges**" shall mean the proceeds and balances from any non-recurring charges such as tap fees, subsequent connector fees, capacity or contribution fees, and other similar one-time charges applicable to the Treatment Works that are available for deposit under the Authorizing Instrument.

"**Transferred Treatment Works**" shall having the meaning ascribed to such term as set forth in the recitals to this Agreement.

"**Treatment Works**" shall mean any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature to implement section 201 of the Clean Water Act, or necessary to recycle or reuse water at the most economical cost over the estimated life of the works, including intercepting sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment, and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; and acquisition of the land that will be an integral part of the treatment process (including land use for the storage of treated wastewater in land treatment systems prior to land application) or will be used for ultimate disposal of residues resulting from such treatment and acquisition of other land, and interests in land, that are necessary for construction, which term is inclusive of the Transferred Treatment Works.

"**Trustee**" shall mean The Bank of New York Mellon Trust Company, N.A., Indianapolis, Indiana, in its capacity as trustee or its successor under the Wastewater SRF Indenture.

"**2014 Appropriations Act**" shall mean the Consolidated Appropriations Act, 2014 (also known as H.R. 3457), and other laws, regulations and guidance supplemental thereto (including the Clean Water Act), as amended and supplemented from time to time.

"**Wastewater SRF Fund**" shall mean the wastewater revolving loan fund as established by I.C. 5-1.2-10-2.

"**Wastewater SRF Indenture**" shall mean the Seventh Amended and Restated Wastewater SRF Trust Indenture, dated as of September 1, 2019 between the Finance Authority (as successor by operation of law to the State in all matters related to the Wastewater SRF Program) and the Trustee, as amended and supplemented from time to time.

(End of Article I)

ARTICLE II

PURPOSE OF BORROWING AND LOAN TERMS

Section 2.01. Amount; Purpose. The Finance Authority agrees to Loan an amount equal to _____ Dollars ($_____) in aggregate principal amount to the Participant as Financial Assistance to complete the Exchange Transaction on, and subject to, the terms and conditions contained herein. The consideration for the Loan shall be the discharge of the Replaced Bonds and the Replaced Loan. The Bonds shall be deemed to have been purchased by the Finance Authority from the same source of funds as the Replaced Bonds related to the Replaced Loan were purchased inclusive of any proceeds of Finance Authority Bonds to which such is allocated. The Loan is evidenced by the Bonds executed and delivered by the Participant as provided in Section 2.02 herein. The Bonds shall be in fully registered form, with the Finance Authority registered as the registered owner. So long as the Finance Authority is the registered owner, the principal of and redemption premium, if any, on the Bonds shall be paid to the Trustee by a wire transfer referenced as follows: The Bank of New York, ABA 021 000 018, For Credit to 610026840C, Account Name: City of Fort Wayne, Indiana Sewage Works Attn: Derick Rush. The Participant agrees to undertake and complete the Project and to receive and expend the Loan proceeds in accordance with this Agreement.

Section 2.02. The Bonds.

(a) Until paid, the Bonds will bear interest at the per annum rate of zero percent (0.00%). The Bonds will be in the aggregate principal amount of [_____] Dollars ($[_____]. Subject to Section 2.05 and 2.06 herein, the Bonds will mature annually on August 1 through and including August 1, 2033 and will then mature semi-annually on each August 1 and February 1 of each of the years set forth in, and at the principal amount set opposite each such month and year set forth in the schedule contained in the attached Exhibit C to this Agreement (which is hereby incorporated by reference).

(b) The Bonds will be subject to redemption by the Participant as provided in the Authorizing Instrument; provided however that in no event shall the Participant exercise any provision contained in the Authorizing Instrument or the Bonds permitting a redemption of the Bonds at the option of the Participant unless and until such has been consented by the Authority. The Loan, and the Bonds evidencing it, will be subject to payment by the Participant as provided in this Agreement.

(c) The form and other terms of the Bonds will be in conformity with the Authorizing Instrument.

(d) The additional terms contained in the attached Exhibit F are applicable to this Loan (as and to the extent set forth in Exhibit F) to the same effect as if such were set forth in this section.

Section 2.03. Purchase and Disbursement Conditions. Each of the following, together with the conditions set forth in Section 2.06 a, shall be a condition precedent to the purchase of the Bonds and the disbursement of the Loan as part of the Exchange Transaction:

(a) Unless otherwise agreed by the Finance Authority in its discretion the Disclosure Agreement shall be in the form attached in Exhibit D to this Agreement which is incorporated herein by this reference.

(b) The Participant shall have consummated the acquisition of the Transferred Treatment Works pursuant to the Acquisition Agreement on the Sale Date and the Participant shall thereby be vested with all rights, title and interests to the property and assets of the Transferred Treatment Works, free and clear of any lien, encumbrance or restriction that in any material manner would hinder or interfere with the Participant's ability to undertake and fully satisfy from and after the Sale Date the Operation and Maintenance of the Treatment Works or the timely and complete performance of its obligations under this Agreement and the Authorizing Instruments.

(c) No representation, warranty or covenant of the Participant contained in this Agreement or in any paper executed and delivered in connection with the transactions contemplated by this Agreement shall be false or inaccurate in any material respect.

(d) The Participant shall undertake and faithfully perform each of its obligations, agreements and covenants contained in this Agreement, the Authorizing Instrument and the Bonds.

Section 2.04. Disbursement Procedures. Loan proceeds shall be deemed disbursed to the Participant by the Finance Authority as part of the Exchange Transaction without the necessity or requirement of any payment or transfer of funds to the Participant by the Finance Authority (or by the Participant to the Finance Authority), and shall be evidenced by a Wastewater SRF Program Disbursement form submitted to the Finance Authority by the Participant, which when approved by the Finance Authority with a simultaneous return of the Replaced Bonds related to the Replaced Loan marked cancelled (or with other evidence of such Replaced Bonds having been extinguished in the registration records of the District under the applicable Authorizing Instrument). The Finance Authority hereby represents to the Participant that the Finance Authority is not aware of any outstanding claim, liability or breach of covenants or other event of default under the Prior Financial Assistance Agreement or the Replaced Loan.

Section 2.05. Effect of Disbursements. The Loan disbursement shall be deemed to have been made to or for the benefit of the Participant and shall be deemed to be a purchase of the Bonds in full on the Sale Date. No additional or later disbursements shall be made under the Loan after the Sale Date.

Section 2.06. Further Conditions and Limitations.

(a) Prior to the purchase by the Finance Authority of the Bonds and the disbursement of the Loan in payment thereof, the Finance Authority shall have the opportunity to inspect, review and approve, the form of the Bonds and such further certificates, deliveries and opinions as the Finance Authority may request, together with the agreement and instruments evidencing the consummation of the transactions contemplated by the Acquisition Agreement. No partial purchase or sale of the Bonds shall be made or required pursuant to this Agreement. The Bonds shall be purchased and sold in their entirety pursuant to this Agreement.

(b) The purchase and sale of the Bonds shall be consummated on the Sale Date simultaneously with the transactions contemplated by the Acquisition Agreement and entering into the Disclosure Agreement; provided, however, if the Finance Authority does not enter into the Disclosure Agreement, or the Acquisition Agreement is otherwise terminated without consummating the transactions contemplated by the Acquisition Agreement, or if the Participant has not taken all actions and received all approvals required by the laws of the State and by the Code for the issuance and sale of the Bonds by any date specified by the Finance Authority to the Participant prior to the Sale Date, or if the Participant has not met any other conditions specified by this Agreement prior to the Sale Date, then the Finance Authority may rescind this Agreement by giving written notice to the Participant.

(c) If the Participant fails to consummate the sale of the Bonds to the Finance Authority on the Sale Date, the Participant agrees to pay the Finance Authority within 10 days after any Finance Authority written demand, all fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with the activities contemplated by this Agreement.

(End of Article II)

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTICIPANT

Section 3.01. General Covenants. The Participant hereby covenants and agrees with the Finance Authority that the Participant will:

(a) Comply with all applicable federal, State and local statutes, rules and regulations relating to Operation and Maintenance.

(b) (1) Own, operate and maintain the Original Projects and the Treatment Works for their useful life, or cause them to be operated and maintained for their useful life; (2) at all times maintain the Treatment Works in good condition and operate it in an efficient manner and at a reasonable cost; and (3) not sell, transfer, lease or otherwise encumber the Treatment Works or any portion thereof or any interest therein without the prior written consent of the Finance Authority, except as permitted pursuant to the Authorizing Instruments.

(c) Obtain and maintain the property rights necessary to operate and maintain the Treatment Works, and in procuring any such rights, comply with federal and State law.

(d) Acquire and maintain insurance coverage acceptable to the Finance Authority, including fidelity bonds, to protect the Treatment Works and its operations. All insurance shall be placed with responsible insurance companies qualified to do business under State law. Insurance proceeds and condemnation awards shall be used to replace or repair the Treatment Works unless the Finance Authority consents to a different use of such proceeds or awards.

(e) Establish and maintain the books and other financial records of the Project and the Original Projects (including the establishment of a separate account or subaccount for the Project and the Original Projects) in accordance with (1) generally accepted governmental accounting principles, as promulgated by the Government Accounting Standards Board (including GASB No. 34 standards relating to the reporting of infrastructure) and (2) the rules, regulations and guidance of the State Board of Accounts.

(f) Provide to the Finance Authority such periodic financial and environmental reports as it may request from time to time, including (1) annual operating and capital budgets and (2) such other information requested or required of the Finance Authority or the Participant by the Agency.

(g) Provide to the Finance Authority audited financial statements of the Participant inclusive of the activities of the Treatment Works, commencing with financial statements for a calendar year period that ends not more than two (2) years after the date of this Agreement (and for each calendar year period that ends every two (2) years thereafter until the Loan has been repaid), which audit (i) shall have been performed by the Indiana State

Board of Accounts or by an independent public accountant and (ii) shall be submitted to the Finance Authority no later than nine (9) months following the end of the calendar year period to which such audit pertains.

(h) Develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) of the Participant that meets SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act. The Participant acknowledges that its agreement to develop, certify, implement and maintain an Asset Management Program (including a Fiscal Sustainability Plan) as provided in this subsection was a condition of the Loan. Unless the Participant's Asset Management Program (including a Fiscal Sustainability Plan) was certified prior to the date of this Agreement, the Participant agrees to submit a certification (on and in a form as provided by the Finance Authority) related to the Participant's Asset Management Program (including a Fiscal Sustainability Plan) prior to submitting its request for a final Loan disbursement related to the Project. Over the term of the Loan, the Participant further agrees to continue to update, implement and maintain the Participant's Asset Management Program (including a Fiscal Sustainability Plan) to assure it has the financial, managerial, technical, and legal capability to operate and maintain its Treatment Works consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

(i) Provide notice to the Finance Authority under the circumstances contemplated, and undertake inspections as required, by SRF Policy Guidelines.

(j) (1) Establish and maintain just and equitable rates and charges for the use of and the service rendered by the Treatment Works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses the Treatment Works, or that in any way uses or is served by the Treatment Works, (2) establish, adjust and maintain rates and charges at a level adequate to produce and maintain sufficient revenue (when determined including user and other charges, fees, income or revenues available to the Participant, provided that to the extent permitted by law System Development Charges shall be excluded when determining if such are sufficient) to provide for the proper Operation and Maintenance of the Treatment Works, to comply with and satisfy all covenants contained herein and to pay all obligations of the Treatment Works and of the Participant with respect thereto, and (3) if and to the extent Bonds are payable from property taxes, levy each year a special ad valorem tax upon all property located in the boundaries of the Participant, to pay all obligations of the Participant with respect thereto.

(k) If the Bonds are payable from the revenues of the Treatment Works, not borrow any money, enter into any contract or agreement or incur any other liabilities in connection with the Treatment Works without the prior written consent of the Finance Authority if such undertaking would involve, commit or use the revenues of the Treatment Works; provided that the Participant may authorize and issue additional obligations, payable out of the revenues of its Treatment Works, ranking on a parity with the Bonds for the purpose of financing the cost of future additions, extensions and improvements to the Treatment Works, or to refund obligations of the Treatment Works, subject to the conditions, if any,

in the Authorizing Instrument.

(l) Comply with the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d et seq., the Age Discrimination Act, as amended, Public Law 94-135, Section 504 of the Rehabilitation Act of 1973, as amended (including Executive Orders 11914 and 11250), 29 U.S.C. Section 794, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500, Executive Order 11246 regarding equal employment opportunity, and Executive Orders 11625 and 12138.

(m) Undertake all actions necessary to investigate all potential, material claims which the Participant may have against other persons with respect to the Treatment Works and the Project and take whatever action is necessary or appropriate to (1) recover on any actionable, material claims related to the Project or the Planning, Design or Construction thereof, (2) meet applicable Project performance standards and (3) otherwise operate the Treatment Works in accordance with applicable federal, State and local law.

(n) Not modify, alter, amend, add to or rescind any provision of the Authorizing Instrument without the prior written consent of the Finance Authority.

(o) In the event the Participant adopts an ordinance or resolution to refund the Bonds, within 5 days of the adoption of the ordinance or resolution, provide written notice to the Finance Authority of the refunding. Any refunding of the Bonds shall only be undertaken by the Participant with the prior written consent of the Finance Authority.

(p) In any year in which total expenditures of Federal financial assistance received from all sources exceeds $750,000 the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Finance Authority with a copy of the SAA audit within 9 months of the audit period.

(q) Inform the Finance Authority of any findings and recommendations pertaining to the SRF program contained in an audit of 2 CFR 200 Subpart F (a/k/a "Super Circular") matters in which SRF Federal financial assistance was less than $750,000.

(r) Initiate within 6 months of the audit period corrective actions for those audit reports with findings and recommendations that impact the SRF financial assistance.

(s) Notwithstanding anything in the Authorizing Instrument related to the Bonds (or in any authorizing instrument related to any other outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds) to the contrary, in the event any Credit Provider that has provided a Credit Instrument fails to be rated on a long term basis at least "A-/A3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors (such Credit Instrument, a "Disqualified Instrument"), within 12 months of such failure (or pursuant to such other schedule as may be approved by the Finance Authority), the

Participant shall cause cash (or a replacement Credit Instrument from a Credit Provider that is rated on a long term basis at least "AA-/Aa3" by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, and Moody's Investors Service, Inc., and their successors)(or some combination thereof) in an aggregate amount equal to the stated credit available under the Disqualified Instrument(s) to be deposited in the related reserve account(s) in lieu of such Disqualified Instrument(s). No Disqualified Instrument shall be included as part of the reserve balance which satisfies any such reserve requirement under any such authorizing instrument. Nothing in this subsection shall waive or modify additional requirements contained in any such authorizing instrument (including the Authorizing Instrument related to the Bonds); the provisions of this subsection and any such authorizing instrument (including the Authorizing Instrument related to the Bonds) shall both be required to be met. Unless and until notice shall be given by the Finance Authority to the Participant, a surety policy issued by MBIA Insurance Corporation or Financial Guaranty Insurance Company that has been reinsured by National Public Finance Guarantee Corporation (formerly known as MBIA Insurance Corp. of Illinois) shall not be treated as a Disqualified Instrument.

(t) (i) comply with Title 40 CFR Part 34 (New Restrictions on Lobbying) and the Byrd Anti-Lobbying Amendment ("Lobbying Restrictions"); (ii) provide certifications and disclosures related to Lobbying Restrictions in a form and manner as may from time to time be required by SRF Policy Guidelines or the Clean Water Act including without limitation the Lobbying Restrictions; and (iii) pay any applicable civil penalty required by the Lobbying Restrictions as may be applicable to making a prohibited expenditure under Title 40 CFR Part 34, or failure to file any required certification or lobbying disclosures. The Participant understands and acknowledges that pursuant to such Lobbying Restrictions, the making of any such prohibited expenditure, or any such failure to file or disclose, is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

(u) Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

(v) Comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

(w) Whenever from time to time requested by the Finance Authority, submit evidence satisfactory to the Finance Authority demonstrating that the Participant's rates and charges are at a level adequate to produce and maintain sufficient net revenue after providing for the proper Operation and Maintenance of the Treatment Works, on a proforma basis consistent with SRF Policy Guidelines, to provide 1.25x coverage on all obligations of the Treatment Works (including the Bonds) and, in the event the Participant's rates and charges are insufficient to demonstrate such coverage, then to the extent permitted by law annually enact an increase in its rates and charges reasonably designed to be consistent with SRF Policy Guidelines regarding such coverage.

(x) Notwithstanding any provision of the Authorization Instrument to the contrary, not make any payment in lieu of property taxes from any account of the Treatment Works (i) if the Finance Authority provides notice to the Participant that the Finance Authority has determined in its reasonable discretion that such a transfer adversely affects the Finance Authority and (ii) more frequently than semiannually if the Authority provides notice to the Participant so requiring such a limitation on frequency.

(y) In connection with the issuance of any Finance Authority Bonds the Participant shall cooperate with the Finance Authority in meeting its disclosure obligations including by providing a Disclosure Certificate to the Finance Authority within ten (10) days of any such requested certification and entering into any supplement or amendment to the Disclosure Agreement.

(z) Comply with all requirements of this Agreement applicable to the Loan (including those imposed by the attached Exhibit F).

Section 3.03. Representations and Warranties of the Participant. After due investigation and inquiry, the Participant hereby represents and warrants to the Finance Authority that:

(a) The Participant is duly organized and existing under State law, and constitutes a "political subdivision" within the meaning of I.C. 5-1.2-2-57) and a "participant" within the meaning of I.C. 5-1.2-2-54. The Project and the Treatment Works are subject to I.C. 36-9-23.

(b) The Participant has full power and authority to adopt the Authorizing Instrument, enter into this Agreement and the Disclosure Agreement and issue the Bonds and perform its obligations hereunder and thereunder.

(c) By all required action, the Participant has duly adopted, executed and delivered the Authorizing Instrument and authorized the execution and delivery of this Agreement, the Bonds, the Disclosure Agreement and all other papers delivered in connection herewith.

(d) Neither the execution of, nor the consummation of the transaction contemplated by, this Agreement, the Acquisition Agreement, the Interlocal Agreement, the Authorizing Instrument, the Bonds and the Disclosure Agreement, nor the compliance with the terms and conditions of any other paper referred to herein or therein, shall conflict

with, result in a breach of or constitute a default under, any indenture, mortgage, lease, agreement or instrument to which the Participant is a party or by which the Participant or its property, including the Treatment Works, is bound or any law, regulation, order, writ, injunction or decree of any court or governmental agency or instrumentality having jurisdiction.

(e) There is no litigation pending or, to the knowledge of the Participant, upon investigation, threatened that (1) challenges or questions the validity or binding effect of this Agreement, the Acquisition Agreement, the Interlocal Agreement, the Authorizing Instrument, the Bonds and the Disclosure Agreement, or the authority or ability of the Participant to execute and deliver this Agreement, the Acquisition Agreement, the Interlocal Agreement, the Authorizing Instrument, the Bonds and the Disclosure Agreement, and perform its obligations hereunder or thereunder or (2) would, if adversely determined, have a significant adverse effect on the ability of the Participant to meet its obligations under this Agreement, the Acquisition Agreement, the Interlocal Agreement, the Authorizing Instrument, the Bonds and the Disclosure Agreement.

(f) The Participant has not at any time failed to pay when due interest or principal on, and it is not now in default under, any warrant or other evidence of obligation or indebtedness of the Participant.

(g) All information furnished by the Participant to the Finance Authority or any of the persons representing the Finance Authority in connection with the Loan or the Project is accurate and complete in all material respects including compliance with the obligations, requirements and undertakings imposed upon the Participant pursuant to this Agreement.

(h) The Participant has taken or will take all proceedings required by law to enable it to issue and sell the Bonds as contemplated by this Agreement, the Acquisition Agreement, the Interlocal Agreement, the Authorizing Instrument, the Bonds and the Disclosure Agreement.

(i) For any outstanding bonds payable from the revenues of the Treatment Works which are on a parity with the Bonds, each Credit Provider, if any, that has provided a Credit Instrument is at least rated on a long term basis "A-/A3" long term by Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies and Moody's Investors Service, Inc., and their successors, except as represented and set forth in Exhibit C attached thereto (and with respect to which true, accurate and complete copies of each such Credit Instrument have been delivered to the Finance Authority).

(j) the Participant: (a) is qualified to own, operate and finance the Original Projects and the Treatment Works under various federal and state statutes or regulations, subject to having obtained all necessary governmental approvals; and (b) will have all of the powers of the District which are necessary, useful or appropriate for the acquisition, ownership and operation of the Treatment Works (except as set forth in the Interlocal Agreement).

Each of the foregoing representations and warranties will be deemed to have been made by

the Participant as of the date of this Agreement and as of the date of any disbursement of Loan proceeds (including from the Acquisition Fund). Each of the foregoing representations and warranties shall survive the Loan disbursements regardless of any investigation or investigations the Finance Authority may have undertaken.

Section 3.04. Covenants Regarding Assignment. The Participant acknowledges that the Finance Authority may pledge, sell or assign the Bonds or cause the Bonds to be pledged, sold or assigned, and certain of its rights related thereto, as permitted pursuant to Section 5.02 herein. The Participant covenants and agrees to cooperate with and assist in, at its expense, any such assignment. Within 30 days following a request by the Finance Authority, the Participant covenants and agrees with the Finance Authority that the Participant will, at its expense, furnish any information, financial or otherwise, with respect to the Participant, this Agreement, the Authorizing Instrument and the Bonds and the Treatment Works as the Finance Authority reasonably requests in writing to facilitate the sale or assignment of the Bonds.

Section 3.05. Nature of Information. All information furnished by the Participant to the Finance Authority or any person representing the Finance Authority in connection with the Loan, the Project or the Original Projects may be furnished to any other person the Finance Authority, in its judgment, deems necessary or desirable in its operation and administration of the Wastewater SRF Program.

Section 3.06. Tax Covenants. The Participant hereby covenants that it will not take, or cause or permit to be taken by it or by any party under its control, or fail to take or cause to permit to be taken by it or by any party under its control, any action that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code. The Participant further covenants that it will not do any act or thing that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code or "arbitrage bonds" within the meaning of Section 148 of the Code. In furtherance and not in limitation of the foregoing, the Participant shall take all action necessary and appropriate to comply with the arbitrage rebate requirements under Section 148 of the Code to the extent applicable to the Participant or the Bonds, including accounting for and making provision for the payment of any and all amounts that may be required to be paid to the United States of America from time to time pursuant to Section 148 of the Code.

Section 3.07. Non-Discrimination Covenant. Pursuant to and with the force and effect set forth in I.C. 22-9-1-10, the Participant hereby covenants that the Participant, and its contractor and subcontractor for the Project, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry.

(End of Article III)

ARTICLE IV

DEFAULTS

Section 4.01. Remedies. The Finance Authority's obligation to make a disbursement under the Loan to the Participant hereunder may be terminated at the option of the Finance Authority, without giving any prior notice to the Participant, in the event: (a) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith (including the Authorizing Instrument); or (b) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default and in addition to any other remedies at law or in equity, the Finance Authority may without giving any prior notice, declare the entire outstanding principal amount of the Loan, together with accrued interest thereon, immediately due and payable.

Section 4.02. Effect of Default. Failure on the part of the Finance Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Finance Authority by this Agreement or by law shall not make the Finance Authority liable in damages to the Participant or relieve the Participant from paying any Bond or fully performing any other obligation required of it under this Agreement or the Authorizing Instrument; provided, however, that the Participant may have and pursue any and all other remedies provided by law for compelling performance by the Finance Authority of such obligation assumed by or imposed upon the Finance Authority. The obligations of the Finance Authority hereunder do not create a debt or a liability of the Finance Authority or the State under the constitution of the State or a pledge of the faith or credit of the Finance Authority or the State and do not directly, indirectly or contingently, obligate the Finance Authority or the State to levy any form of taxation for the payment thereof or to make any appropriation for their payment. Neither the Finance Authority or the State, nor any agent, attorney, member or employee of the Finance Authority or the State shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

Section 4.03. Defaults under Other Agreements. The Participant and the Finance Authority agree that any event of default occurring under the Other Agreements shall constitute an event of default under this Agreement. Similarly, the Participant and the Finance Authority agree that any event of default under this Agreement, or under any subsequent financial assistance agreement entered into between the Participant and the Finance Authority, shall constitute an event of default under the Other Agreements and the subsequent financial assistance agreement, if any, as the case may be.

(End of Article IV)

ARTICLE V

MISCELLANEOUS

Section 5.01. Citations. Any reference to a part, provision, section or other reference description of a federal or State statute, rule or regulation contained herein shall include any amendments, replacements or supplements to such statutes, rules or regulation as may be made effective from time to time. Any reference to a Loan disbursement shall include any disbursement from the Acquisition Fund. Any use of the term "including" herein shall not be a limitation as to any provision herein contained but shall mean and include, without limitation, the specific matters so referenced.

Section 5.02. Assignment. Neither this Agreement, nor the Loan or the proceeds thereof may be assigned by the Participant without the prior written consent of the Finance Authority and any attempt at such an assignment without such consent shall be void. The Finance Authority may at its option sell or assign all or a portion of its rights and obligations under this Agreement, the Authorizing Instrument, and the Bonds to an agency of the State or to a separate body corporate and politic of the State or to a trustee under trust instrument to which the Finance Authority, the State or any assignee is a beneficiary or party. The Finance Authority may at its option pledge or assign all or a portion of its rights under this Agreement, the Authorizing Instrument, and the Bonds to any person. The Participant hereby consents to any such pledge or assignment by the Finance Authority. This Agreement shall be binding upon and inure to the benefit of any permitted secured party, successor and assign.

Section 5.03. No Waiver. Neither the failure of the Finance Authority nor the delay of the Finance Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other further exercise of any other right, power or privilege.

Section 5.04. Modifications. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto. The Participant understands that the Finance Authority, pursuant to Public Law 235-2005, by operation of law and effective May 15, 2005, has become the successor to the State and the Bond Bank, and agrees to such as if the Other Agreements (and the Authorizing Instrument and the Bonds referenced in such Other Agreements and all other collateral agreements and understandings thereto), were amended and restated contemporaneously herewith to such force and effect.

Section 5.05. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth or as may be made in the Authorizing Instrument and the other papers delivered in connection herewith. In the event there is a conflict between the terms of this Agreement and the Authorizing Instrument, the terms of this Agreement shall control. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto. This Agreement shall not be deemed to be a merger

or integration of the existing terms under the Other Agreements except as expressly set forth in Section 4.03 herein.

Section 5.06. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Finance Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

Section 5.07. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Agreement on the part of the Finance Authority or the Participant to be performed shall be deemed by a court of competent jurisdiction to be contrary to law or cause the Bonds to be invalid as determined by a court of competent jurisdiction, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements and waived and shall in no way affect the validity of the other provisions of this Agreement.

Section 5.08. Notices. All notices hereunder shall be sufficiently given for all purposes hereunder if in writing and delivered personally or sent or transmitted to the appropriate destination as set forth below in the manner provided for herein. Notice to the Finance Authority shall be addressed to:

Indiana Finance Authority
SRF Programs
100 North Senate, Room 1275
Indianapolis, Indiana 46204
Attention: Director of Environmental Programs

or at such other address(es) or number(s) and to the attention of such other person(s) as the Finance Authority may designate by notice to the Participant. Notices to the Participant shall be addressed to:

City of Fort Wayne
200 East Berry, #470
Fort Wayne, IN 46802
Attention: Controller

or at such other address(es) or number(s) and to the attention of such other person(s) as the Participant may designate by notice to the Finance Authority. Any notice hereunder shall be deemed to have been served or given as of (a) the date such notice is personally delivered, (b) three (3) Business Days after it is mailed U.S. mail, First Class postage prepaid, (c) one (1) Business Day after it is sent on such terms by Federal Express or similar next-day courier, or (d) the same day as it is sent by facsimile transmission with telephonic confirmation of receipt by the person to whom it is sent.

Section 5.09. Expenses. The Participant covenants and agrees to pay (a) the fees, costs and expenses in connection with making the Loan, including issuing the Bonds and providing the necessary certificates, documents and opinions required to be delivered therewith; (b) the fees, costs and expenses in connection with making and administering the Loan; (c) the costs and expenses of complying with its covenants made herein; and (d) any and all costs and expenses, including attorneys' fees, incurred by the Finance Authority in connection with the enforcement of this Agreement, the Authorizing Instrument and the Bonds in the event of the breach by the Participant of or a default under this Agreement, the Authorizing Instrument or the Bonds. Notwithstanding clause (b) above, the Participant shall not be obligated to pay any of the fees, costs and expenses in connection with administering the Loan except as follows: (1) the Finance Authority may request and the Participant shall promptly pay (no later than the date first above written), a closing fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $1,000, which may not be paid from a Loan disbursement; (2) the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), an annual administrative fee in connection with the Loan in an amount determined by the Finance Authority, but not exceeding $1,000, which may not be paid from a Loan disbursement; (3) for so long as the Finance Authority is the registered owner of the Bonds, at the direction of the Finance Authority, the interest rate on the Bonds may be adjusted to lower the interest rate on the Bonds, and the difference between the amount payable as the original rate on the Bonds and the lower rate shall be deemed an additional administrative fee in connection with the Wastewater SRF Program; and (4) the Participant shall only be obligated to pay fees, costs and expenses of the Finance Authority's counsel and financial advisers in connection with making the Loan up to $30,000, which may be paid from a Loan disbursement.

Section 5.10. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

Section 5.11. Term. This Agreement shall terminate at such time as the Participant has fully met and discharged all of its obligations hereunder, which term may extend beyond the final payment of the Bonds or provision for the payment of the Bonds pursuant to the Authorizing Instrument.

Section 5.12. Non-Collusion. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Loan.

Section 5.13. Federal Award Information. The CFDA Number for the Finance Authority's Wastewater SRF Program (also known as the Clean Water SRF Loan Program) is 66.458 and the Federal Agency & Program Name is "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds."

(End of Article V)

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BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

CITY OF FORT WAYNE, INDIANA

"Participant"

By: _____

Printed: _____

Title: _____

Attest: _____

INDIANA FINANCE AUTHORITY

"Finance Authority"

By: _____
James P. McGoff
Director of Environmental Programs

LIST OF ATTACHED EXHIBITS

EXHIBIT A – ORIGINAL PROJECTS
EXHIBIT B – REPLACED BONDS
EXHIBIT C – TERMS OF THE BONDS
EXHIBIT D – FORM OF DISCLOSURE AGREEMENT
EXHIBIT E – FORM OF CERTIFICATE OF PARTICIPANT
EXHIBIT F – ADDITIONAL TERMS

EXHIBIT A
Original Projects

The Original Projects, as refinanced under the Prior Financial Assistance Agreement, were as follows:

Projects originally financed under the 2018 SRF Project Agreement

Septic System Relief Project 2017, as revised by Amendment No. 1 to the Preliminary Engineering Report, includes:

- Construction of approximately 1,600 feet of small diameter, low pressure main, coupled with approximately 25 grinder pump stations to serve the Felt Place-Aljean Drive area.
- Construction of approximately 4,600 feet of conventional gravity main, coupled with approximately 20 gravity connections and approximately 2,300 feet of small diameter, low pressure main, coupled with approximately 5 grinder pump station connections to serve the Lafayette Center Rd-Indianapolis Rd-Branstrator Rd area.
- Construction of approximately 3,300 feet of small diameter, low pressure main, coupled with approximately 69 grinder pump stations and approximately 29,700 feet of force main to serve the Marion Center Rd-Monroeville Rd-Thompson Rd area.
- Construction of approximately 3,900 feet of conventional gravity main, coupled with approximately 25 gravity connections, and approximately 800 feet of small diameter, low pressure main, coupled with approximately 4 grinder pump stations to serve the West Dupont Road area.
- Construction of approximately 3,300 feet of conventional gravity main, coupled with approximately 41 gravity connections, including a regional lift station, approximately 27,300 feet of force main and 500 feet of small diameter, low pressure main, coupled with approximately 14 grinder pump stations to serve the Village of Maples.
- Rehabilitation of the existing Hoagland sanitary sewer collection system, including the replacement of approximately 12 manholes, construction of approximately 2 new manholes, manhole cleaning, installation of chimney seals in approximately 48 manholes, resetting manhole frames/covers, and approximately 350 vertical feet of manhole lining.
- Hoagland Wastewater Treatment Plant Regionalization, including the construction of approximately 3,400 feet of force main, approximately 100 feet of conventional gravity main, approximately 2 manhole structures, a flow metering structure, two (2) lift stations, equalization basin mixing/aeration equipment, EQ screening structure, valve/metering vault, and the installation of two (2) emergency standby generators.

The Project extends sewer service to the areas listed above to eliminate approximately 235 failing on-site septic systems. The new collection systems will discharge to the City of Fort Wayne for treatment.

The Project contains components that are Non-point Source Projects, which Non-point Source Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the District's business case or categorical exclusion which is posted at www.srf.in.gov.

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

Projects originally financed under the 2017 SRF Project Agreement

The Project involves the following improvements known as the Septic System Relief 2015 Project, as revised by Amendment No. 1 to the Preliminary Engineering Report, and includes the following:

- Construction of approximately 530 feet of 8-inch diameter conventional gravity sewer main, approximately 2,608 feet of 2-inch diameter low pressure main, coupled with approximately 21 individual grinder pump station connections to serve the Pion Road — Andar Trail area.
- Construction of approximately 3,878 feet of 2-inch diameter low pressure main, and approximately 24 individual grinder pump station connections to serve the Union Chapel Road — Lynbrook Drive — Donlee Court area.
- Construction of approximately 40 feet of 12-inch diameter conventional gravity sewer main, approximately 21,530 feet of 1-1/2-, 2-, and 3-inch diameter low pressure main, approximately 67 individual grinder pump station connections, coupled with the construction of a pump station (2 pumps @ 350 gpm each) and approximately 25 feet of 8-inch diameter force main to serve the Glen Elm Drive — Sonata Drive — Popp Road — Woodstone Place — Prophet's Pass area.
- Construction of approximately 5,379 feet of 1-1/2- and 2-inch diameter low pressure main and approximately 33 individual grinder pump station connection, coupled with approximately 2,439 feet of 8-inch diameter conventional gravity sewer main, including the installation of a regional pump station (2 pumps @ 151 gpm each) with approximately 23,414 feet of 6-inch diameter transmission force main and approximately 45 gravity connections to serve the Village of Poe. In addition, sewer rehabilitation of existing sewers mains with the installation of cured in-place-pipe (CIPP) lining, coupled with the installation of a new pump station (2 pumps @ 73 gpm each), and 6,269 feet of 3- and 4-inch force main for sewer service to Mill Road Estates mobile home park.
- Construction of approximately 1,215 feet of 12-inch diameter conventional gravity sewer main, approximately 1,815 feet of 2-inch diameter low pressure main, coupled with approximately 16 individual grinder pump station connections, including the installation of a regional pump station (2 pumps @ 350 gpm each) with approximately 6,644 feet of 8-inch diameter transmission force main to serve the Carroll Road — Hand Road area.
- Installation of generator receptacles for nine (9) existing pump stations.
- Purchase of a trailer-mounted vacuum excavator unit.
- Grinder pump spare parts, reimbursement.

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

Projects originally financed under the 2015/2016 SRF Project Agreements

I. Hessen Cassel Consolidation – 2014 -- Sewer Extension to Two Areas and Installation of Telemetry at related Lift Stations and Flow Meters (SRF Project WW 14 27 02 05). This project component is an extension of sewers to the Trentman Road – Thompson Road area and the Jennifer Road – Maples Road – U.S. #27 area; however, such Project component will not include the Adams Center Road-Paulding Road-Tillman Road area as originally approved on November 19, 2014. Service for these areas will be by a small diameter, low pressure force main system that will be coupled with grinder pump stations.

II. Septic System Relief Project – 2014 – Berneway Drive Area (SRF Project WW 14 28 02 06). This Project component involves a sanitary sewer system that includes installing approximately:

1. 1,925 feet of 8-inch gravity sewer;
2. 100 feet of railroad crossing (casing and carrier pipe);
3. six (6) manholes;
4. 11 service wyes (8- inch x 6-inch);
5. 400 feet of 6-inch gravity sewer service lateral;
6. 80 square yards of asphalt pavement replacement;
7. 20 square yards of stone driveway repair; and
8. 20 square yards of asphalt driveway repair.

III. Septic System Relief Project – 2014 (6 areas) – (SRF Project WW 14 28 02 06). This project component is a Septic System Relief Project that includes:

A. The Gerdings Woodland Addition – Kroemer – Leesburg Road Area sanitary sewer system includes installing approximately:

1. 3,425 feet of 3-inch forcemain;
2. 10,825 feet of 2-inch forcemain;
3. 360 feet of 1½ -inch forcemain;
4. four (4) air release valve structures;
5. 14 flushing cleanouts;
6. two (2) manhole connections;
7. 59 grinder pump stations;
8. 59 grinder pump connections;
9. 59 1½ -inch corp. stop and check valve assemblies;
10. 5,900 feet of 1 ½ -inch pressure service line;
11. six (6) 2-inch isolation valves with roadway boxes;
12. one (1) 1 ½ inch isolation valve with roadway box;
13. 59 electric disconnect connections

Provided that the foregoing is modified by Preliminary Engineering Report (PER) Amendment #1 (SRF Project WW 14 28 02 06) as follows: by increasing the size of the forcemain along Leesburg Road to 3-inches; and routing the 3-inch forcemain at the west end Leesburg Road directly south along Firefox Lane for approximately 2,000 feet and connecting it to an existing 8-inch gravity sewer.

B. The Whipporwill – Lower Huntington Road Area sanitary sewer system includes installing approximately:
   1. 5,800 feet of 3-inch forcemain;
   2. 2,950 feet of 2-inch forcemain;
   3. two (2) air release valve structures;
   4. one (1) forcemain connection;
   5. 12 flushing cleanouts;
   6. 41 grinder pump stations;
   7. 41 grinder pump connections;
   8. 41 1½ -inch corp. stop and check valve assemblies;
   9. 4,100 feet of 1 ½ -inch pressure service line;
   10. one (1) 3-inch isolation valves with roadway boxes;
   11. two (2) 2-inch isolation valves with roadway boxes;
   12. 41 electric disconnect connections.

C. The Wallen Community – Wallen Road Area sanitary sewer system includes installing approximately:
   1. 5,100 feet of 2-inch forcemain;
   2. 300 feet of 1½ -inch forcemain;
   3. two (2) air release valve structures;
   4. nine (9) flushing cleanouts;
   5. 47 grinder pump stations;
   6. 47 grinder pump connections;
   7. 47 1½ -inch corp. stop and check valve assemblies;
   8. 4,700 feet of 1 ½ -inch pressure service line;
   9. 47 electrical disconnect connections.

Provided that the foregoing is modified by Preliminary Engineering Report (PER) Amendment #1 (SRF Project WW 14 28 02 06) as follows: by increasing the forcemain along Wallen Road to 3-inches and extending it approximately 800 feet further west to an existing 8-inch gravity sewer; and installing approximately 625 feet of 3-inch forcemain between a property (address #2921) and a property (address #2702) along Wallen Road.

D. The Goshen – Fritz – Cook – Steele Area sanitary sewer system includes installing approximately:
   1. 4,470 feet of 3-inch forcemain;
   2. 9,060 feet of 2-inch forcemain;
   3. 1,100 feet of 1½ -inch forcemain;
   4. 100 feet of highway crossing (casing and carrier pipe);
   5. three (3) air release valve structures;
   6. 14 flushing cleanouts;
   7. 85 grinder pump stations;
   8. 85 grinder pump connections;
   9. 85 1½ -inch corp. stop and check valve assemblies;

10. 8,500 feet of 1 ½ -inch pressure service line;
11. two (2) 3-inch isolation valves with roadway boxes
12. two (2) 2-inch isolation valves with roadway boxes;
13. three (3) 1 ½ inch isolation valve with roadway box;
14. 85 electrical disconnect connections

Provided that the foregoing is modified by Preliminary Engineering Report (PER) Amendment #1 (SRF Project WW 14 28 02 06) as follows: by 1) increasing the size of the forcemain on Cook Road west of U.S. 33 to 3-inches and extending it approximately 600 feet further west to connect another property (address #6707); 2) reducing the 2-inch forcemain on U.S. 33 by approximately 400 feet on the south end; 3) reducing the 2-inch forcemain on Fritz Road by 300 feet on the south end; 4) installing approximately 600 feet of 2-inch forcemain between a property (address #5230) and a property (address #5226) on Cook Road; and 5) installing approximately 500 feet of 2-inch forcemain between a property (address #7324) and a property (address #7206) along Fritz Road.

E. The Tonkel – Hursh – Mars – Crawford Area sanitary sewer system includes installing approximately:
   1. 870 feet of 8-inch gravity sewer;
   2. 5,200 feet of 3-inch forcemain;
   3. 8,700 feet of 2-inch forcemain;
   4. two (2) manholes;
   5. five (5) service wyes (8- x 6-inch);
   6. ten (10) air release valve structures;
   7. 24 flushing cleanouts;
   8. 70 grinder pump stations;
   9. 70 grinder pump connections;
   10. 70 1½ -inch corp. stop and check valve assemblies;
   11. 7,000 feet of 1 ½ -inch pressure service line;
   12. two (2) 3-inch isolation valves with roadway boxes
   13. four (4) 2-inch isolation valves with roadway boxes;
   14. 50 square yards of stone driveway repair;
   15. 50 square yards of asphalt driveway repair;
   16. 70 electric disconnect Connections.

F. The Yoder Area sanitary sewer system includes installing approximately:
   1. 5,985 feet of 6-inch forcemain;
   2. 7,745 feet of 4-inch forcemain;
   3. 1,895 feet of 3-inch forcemain;
   4. 10,110 feet of 2-inch forcemain;
   5. 560 feet of railroad crossing, highway crossing and SR 1 crossing (casing and carrier pipe);
   6. 13 air release valve structures;
   7. 29 flushing cleanouts;
   8. one (1) solids handling lift station;

9. one (1) duplex grinder station;
10. 88 grinder pump stations;
11. 88 grinder pump connections;
12. 88 1½ -inch corp. stop and check valve assemblies;
13. one (1) 2-inch corp. stop and check valve assembly;
14. 125 feet of 2-inch pressure service line;
15. 4,225 feet of 1 ½ -inch pressure service line;
16. 670 feet of 4-inch gravity service lateral;
17. 89 electrical disconnect connections;
18. nine (9) 2-inch isolation valves with roadway boxes;
19. 170 square yards of asphalt pavement replacement;
20. one (1) flow metering structure.

Provided that the foregoing is modified by Preliminary Engineering Report (PER) Amendment #1 (SRF Project WW 14 28 02 06) as follows: by1) replacing a proposed grinder pump station on the north side of St. Aloysius's School parking lot on Bluffton Road with a lift station (St. Aloysius) rated at 365 gallons per minute (gpm); 2) increasing the size of the forcemain between the St. Aloysius lift station and an existing 21-inch gravity sewer at the intersection of Bluffton Road and Pleasant Center Road to 8-inches; 3) extending the 2-inch forcemain on W. Hamilton Road approximately 300 feet further west to connect another property (address #2715); and 4) replacing a proposed grinder pump station at the intersection of Yoder Road and Bluffton Road with a lift station (Yoder/Poe) rated at 250 gpm.

IV. Arcola Wastewater Improvements, PER Addendum #2 (SRF Project WW 08 11 02 02). This project component includes:

- Abandoning 37 septic tanks and their 4-and 6-inch receiving sewers.
- Installing approximately 3,395 feet of 8-inch gravity sewers, 14 manholes, thirty-one 8- x 6-inch wyes, and 915 feet of 6-inch service laterals.
- Replacing two septic tanks along Eme Road south of the Conrail railroad track.

The Project extends sewer service to the areas listed to eliminate failing on-site septic systems and the new collection systems will discharge to the City of Fort Wayne for treatment.

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

Projects originally financed under the 2012 SRF Project Agreement

1. Greater Cedar Creek Watershed Service Area sanitary sewer system includes installing approximately:

    - 315 feet of 48-inch fiberglass reinforced polymer sanitary sewer;
    - 3,980 feet of 36-inch polyvinyl chloride (PVC) sanitary sewer;

- 3,155 feet of 24-inch PVC sanitary sewer;
- 3,700 feet of 18-inch PVC sanitary sewer;
- 2,015 feet of 12-inch PVC sanitary sewer;
- 7,225 feet of 8-inch PVC sanitary sewer;
- 2,375 feet of 8-inch high density polyethylene (HDPE) force main;
- 2,240 feet of 6-inch PVC service laterals;
- fifty-four 48-inch diameter manholes;
- eight 60-inch diameter manholes;
- five 72-inch diameter manholes;
- one 84-inch diameter manhole;
- one 60-inch air release valve manhole;
- twenty-one air release valve manholes;
- one submersible lift station on the south side of Gump Road approximately five hundred feet west of the intersection of Gump and Auburn Roads with two pumps rated at 475 gallons per minute (gpm) each;
- fifty-eight 12- by 6-inch wyes;
- nine 8- by 6-inch wyes;
- 22,600 feet of 2-inch pressure sewer main;
- 10,120 feet of 3-inch pressure sewer main;
- 8,260 feet of 4-inch pressure sewer main;
- 47,385 feet of 1 ½ -inch pressure sewer lateral;
- 270 grinder pumps;
- 53 terminal and inline flushing cleanouts;
- five manhole connections;
- replacing approximately 370 square yards of asphalt pavement;
- repairing approximately 254 square yards of stone driveway;
- repairing approximately 117 square yards of asphalt driveway;
- repairing approximately 50 square yards of concrete driveway; and
- removing approximately 15 trees.

2. Flutter Road – Wheelock Road – Eby Road – Hickory Place Addition Service Area sanitary sewer system includes installing approximately:

- 7,245 feet of 12-inch PVC sanitary sewer;
- 10,085 feet of 8-inch PVC sanitary sewer;
- 5,005 feet of 2-inch pressure sewer;
- 6,190 feet of 1 ½ -inch of pressure sewer line;
- 26 grinder pumps;
- fifty-three 48-inch manholes;
- one 72-inch manhole;
- two air release valves;
- five terminal and inline flushing cleanouts;
- twenty-five 12-inch by 6-inch wyes;
- sixty-two 8-inch by 6-inch wyes;
- 2,725 feet 6-inch service lateral;

- replacing approximately 290 square yards of asphalt;
- replacing approximately 50 square yards of concrete pavement;
- repairing approximately 270 square yards of stone driveway;
- repairing approximately 80 square yards of asphalt driveway;
- repairing approximately 100 square yards of concrete driveway;
- removing approximately 14 trees; and
- making improvements to the Foxwood Lift Station by replacing the pumps with new pumps rated at 490 gpm and replacing the controls with new ones.

The Project contains components that are GPR Projects, which GPR Projects Expenditures have been determined and are expected as of the date of this Agreement to be in the amount as set forth in the District's business case or categorical exclusion which is posted at www.srf.in.gov.

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

Projects originally financed under the 2008 SRF Project Agreement

The Project includes the Riverhaven sewer extension project which involves:

- Approximately 9,000 feet of 1 ¼-inch high-density polyethylene (HDPE) forcemain;
- Approximately 5,000 feet of 2-inch HDPE forcemain;
- Approximately 3,500 feet of 3-inch HDPE forcemain;
- Approximately 3,500 feet of 4-inch HDPE forcemain;
- Approximately fifteen 2-inch HDPE fittings;
- Approximately fifteen 3-inch HDPE fittings;
- Approximately twenty 4-inch HDPE fittings;
- Approximately 120 individual grinder pumps with alarm disconnect panels, isolation valves, valve box and stem;
- Approximately 2,500 square yards of roadway removal/replacement; and
- One connection to the existing manhole on Estella Avenue.

Projects originally financed under the 2007 SRF Project Agreement

1. Cedar Shores Addition:
    - Approximately 5,715 feet of 8-inch polyvinyl chloride (PVC) sanitary sewer.
    - Approximately 14,350 feet of 4-inch PVC or ductile iron (DI) force main.
    - Approximately 21 manholes.
    - Approximately two cleanouts.
    - Approximately ten air release valve manholes.
    - Approximately fifty 8-inch x 6-inch wyes.
    - Approximately 950 feet of 6-inch PVC service laterals.
    - Approximately 3,400 cubic yards of special backfill.
    - Approximately 500 square yards of asphalt pavement replacement.

- One pump station containing two submersible pumps having a capacity of 82 gallons per minute (gpm) each.

2. Georgian Park Addition:
   - Approximately 4,215 feet of 8-inch PVC sanitary sewer.
   - Approximately 5,790 feet of 4-inch PVC or DI force main.
   - Approximately 200 feet of highway crossing.
   - Approximately 280 feet of 12-inch steel casing pipe.
   - Approximately 15 manholes.
   - Approximately two cleanouts.
   - Approximately four air release valve manholes.
   - Approximately thirty-four 8-inch x 6-inch wyes.
   - Approximately 540 feet of 6-inch PVC service laterals.
   - Approximately 1,185 cubic yards of special backfill.
   - Approximately 275 square yards of asphalt pavement replacement.
   - One pump station containing two submersible pumps having a capacity of 80 gpm each.

3. Leesburg Road – Beineke Road:
   - Approximately 3,895 feet of 8-inch PVC sanitary sewer.
   - Approximately 13 manholes.
   - Approximately twenty-three 8-inch x 6-inch wyes.
   - Approximately 625 feet of 6-inch service laterals.
   - Approximately 800 cubic yards of special backfill.
   - Approximately 140 square yards of asphalt pavement replacement.

4. Platter Parkway Addition:
   - Approximately 4,800 feet of 8-inch PVC sanitary sewer.
   - Approximately 800 feet of 4-inch PVC or DI force main.
   - Approximately 21 manholes.
   - Approximately one cleanout.
   - Approximately fifty 8-inch x 6-inch wyes.
   - Approximately 1,350 feet of 6-inch service laterals.
   - Approximately 1,510 cubic yards of special backfill.
   - Approximately 240 square yards of concrete pavement replacement.
   - Approximately 210 square yards of asphalt pavement replacement.
   - Approximately 30 square yards of stone pavement replacement.
   - One pumping station containing two submersible pumps having a capacity of 80 gpm each.

5. Thiele Road Area:
   - Approximately 1,325 feet of 8-inch PVC sanitary sewer.
   - Approximately 1,100 feet of 4-inch PVC or DI force main.
   - Approximately three manholes.
   - Approximately one cleanout.

- Two simplex grinder pump stations containing one pump each at a capacity of 100 gpm.
- Approximately 400 feet of 1.5-inch PVC pressure sewer line.
- Approximately eight 8-inch x 6-inch wyes.
- Approximately 200 feet of 6-inch service laterals.
- Approximately 180 feet of 4-inch PVC or DI force main.
- Approximately 400 cubic yards of special backfill.
- Approximately 100 square yards of asphalt pavement replacement.
- Approximately 400 feet of electrical conductor cable.

The Project is more fully described in, and shall be in accordance with, the Preliminary Engineering Report and the Plans and Specifications approved by the Finance Authority (or if designated by the Finance Authority, the Department).

[End of Exhibit A]

EXHIBIT B
Replaced Bonds

EXHIBIT C
Terms of the Bonds

Maturity Date	Principal Amount	Maturity Date	Principal Amount
8/1/2022	$	8/1/2040	$
8/1/2022		2/1/2041	
8/1/2023		8/1/2041	
8/1/2024		2/1/2042	
8/1/2025		8/1/2042	
8/1/2026		2/1/2043	
8/1/2027		8/1/2043	
8/1/2028		2/1/2044	
8/1/2029		8/1/2044	
8/1/2030		2/1/2045	
8/1/2031		8/1/2045	
8/1/2032		2/1/2046	
8/1/2033		8/1/2046	
2/1/2034		2/1/2047	
8/1/2034		8/1/2047	
2/1/2035		2/1/2048	
8/1/2035		8/1/2048	
2/1/2036		2/1/2049	
8/1/2036		8/1/2049	
2/1/2037		2/1/2050	
8/1/2037		8/1/2050	
2/1/2038		2/1/2051	
8/1/2038		8/1/2051	
2/1/2039		2/1/2052	
8/1/2039		8/1/2052	
2/1/2040		2/1/2053	
		TOTAL	**$**

[End of Exhibit C]

EXHIBIT D
Form of Disclosure Agreement

EXHIBIT E
Form of Certificate of the Participant

EXHIBIT F
Additional Terms

A. The following additional terms in this Paragraph A are NOT applicable to the Loan except for the projects originally financed under the 2015/2016 Equivalency SRF Project Agreement and the 2017 SRF Project Agreement:

"Equivalency Project" shall mean a project designated by the Finance Authority as an "equivalency project" under the Clean Water Act related to the "US Environmental Protection Agency Capitalization Grant for Clean Water State Revolving Funds" for the federal fiscal year ending September 30, 2015 (or such earlier or later federal fiscal year as the Finance Authority may otherwise designate).

"A/E Services" shall mean professional services related to the Planning or Design of the Project including for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services.

The Participant understands and acknowledges that the Project has been designated as an Equivalency Project and is required to meet the related applicable requirements of the Clean Water Act which among other requirements requires that for costs of Planning or Design (including costs for A/E Services) to be treated as Eligible Costs under this Agreement, such services (and the related contract) are required to be negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended). In connection with any request for disbursement of the Loan that is submitted by the Participant to the Finance Authority to provide for the payment of any costs of Planning or Design (including costs for A/E Services), the Participant represents and warrants that such costs relate only to services provided under a contract negotiated in the same manner as a contract for architectural and engineering services as negotiated under chapter 11 of title 40, United States Code (as amended).

The Participant further understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use "covered telecommunications equipment or services" identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use "covered telecommunications equipment or services"

identified in the regulation as a substantial or essential component of any Treatment Works, or as critical technology as part of any Treatment Works.

B. *The following additional terms in this Paragraph B (related to GPR Projects and the related defined terms) are NOT applicable to the Loan, except for the projects originally financed under the 2012 SRF Project Agreement.*

"GPR Projects" shall mean Project components that meet the requirement of the "Green Project Reserve (GPR) Sustainability Incentive Program" consistent with SRF Policy Guidelines including applicable requirements of the Wastewater SRF Act.

"GPR Projects Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program's interest rate policies and practices using the final, actual GPR Projects Expenditures (rather than the GPR Projects Business Case Amount), all as determined by the Finance Authority.

"GPR Projects Business Case Amount" shall mean the amount referenced in the Participant's business case related to GPR Projects as was set in the Participant's Preliminary Engineering Report (or categorical exclusion) posted at www.srf.in.gov, uses of funds information submitted to the Finance Authority after the Project was bid or some other submitted information that was used by the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program's interest rate policies and practices applicable to the Bonds.

"GPR Projects Expenditures" shall mean those costs and expenses incurred by the Participant that are part of the Project which are GPR Projects in nature (within the meaning of the Wastewater SRF Act) as determined by the Finance Authority, in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program's interest rate policies and practices.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a GPR Projects project. In the event GPR Projects Expenditures are hereafter determined by the Finance Authority to be less than the GPR Projects Business Case Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a GPR Projects Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its GPR Projects Expenditures when and as required by SRF Policy Guidelines. The Participant understands and acknowledges that it is required to submit a business case or categorical exclusion documenting the GPR Projects and the GPR Projects Business Case Amount prior to loan closing or if a request is made pursuant to Section 3.02(f) of this Agreement.

C. *The following additional terms in this Paragraph C (related to Non-point Source Projects and*

the related defined terms) are NOT applicable to the Loan except for the projects originally financed under the 2017 SRF Project Agreement 2018 SRF Project Agreement:

"Non-point Source Adjustment Fee" shall mean an amount which would equal the gross additional interest that would have accrued on the Bonds from the date of this Agreement through their scheduled final maturity, had such Bonds been issued at an interest rate determined under the Wastewater SRF Program's interest rate policies and practices using the final, actual Non-point Source Expenditures (rather than the amount referenced in the Participant's post-bid and other documents submitted to the Finance Authority), all as determined by the Finance Authority.

"Non-point Source Expenditures" shall mean those costs and expenses incurred by the Participant that are Non-point Source Projects in order for the Bonds to receive special interest rate treatment under the Wastewater SRF Program's interest rate policies and practices.

"Non-point Source Projects Amount" shall mean the amount referenced in the Participant's post-bid and other documents submitted to the Finance Authority prior to the date of this Agreement to set a special interest rate under the Wastewater SRF Program's interest rate policies and practices applicable to the Bonds

"Non-point Source Projects" shall mean Project components that meet the requirement of SRF Policy Guidelines and the Wastewater SRF Act to be non-point source in nature as determined by the Finance Authority.

The Participant understands and acknowledges that a special interest rate has been applied to the Bonds as a result of a portion of the Project having been identified by the Participant as being a non-point source project. In the event Non-point Source Expenditures are hereafter determined by the Finance Authority to be less than the Non-point Source Projects Amount, then the Finance Authority may request and the Participant shall promptly pay (no later than thirty (30) days after any request), a Non-point Source Adjustment Fee in connection with the Loan. The Participant shall certify to the Finance Authority those Loan disbursements it represents to be its Non-point Source Expenditures when and as requested by SRF Policy Guidelines.

[End of Exhibit D]

Nov

2021

TAMARACK AND BLUM
WATER MAIN REPLACEMENT
RESOLUTION NO. 66959

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 14,300 feet of 6" HDPE and 620 feet of 2" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **TAMARACK AND BLUM WATER MAIN REPLACEMENT**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,952,000.00

APPROVED THIS 2 DAY OF November, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF CERTAIN REAL ESTATE LOCATED AT 2408 WEST DUPONT ROAD IN FORT WAYNE, INDIANA

RESOLUTION NUMBER 108-11-9-21-1

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to certain real property located at 2408 West Dupont Road in Fort Wayne, Indiana, comprising some 3.54 acres of land, and including certain structural improvements and fixtures formerly used as potable water treatment facilities, as more particularly described and depicted in Exhibit 1 attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the City has no present use for such Property, and future use by the City is unlikely, as all valuable equipment has been removed and the water treatment facilities decommissioned; and

WHEREAS, the City intends the Property, including said improvements and fixtures thereon, to be sold on an "AS-IS" basis, and conditioned on the grant of an an easement over the Property, connecting the existing potable water line on the north of the Property to planned development immediately to the south of the Property.

WHEREAS, pursuant to Indiana Code 36-1-11-4, the Property has been appraised by two licensed, professional appraisers, and the disposing agent has determined a minimum bid for the property based on the appraisals and the disposing agent's knowledge of the property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this this 9th day of November, 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair of Public Works

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
~~Michelle Fulk-Vondran, Clerk~~
Tania Schwarz, Acting Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Chris Guerrero, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 9th day of November, 2021.

Michelle R. Nelson
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

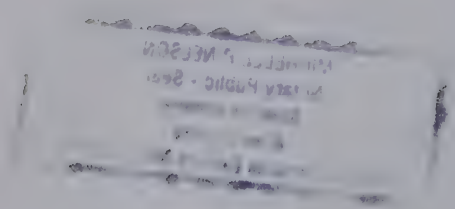

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner: City of Fort Wayne, Indiana
Mailing Address: 200 E Berry St. Ste. 250
Fort Wayne, IN 46802

AFFECTED PROPERTY:

PIN: 02-02-31-451-010.000-091
Address: 2408 West Dupont Road
Last Deed: 2010006312 (parcel no. 13, on page 35)
Legal Description:
A parcel of land located in the Southeast one-quarter of Section 31 Township 32 North Range 12 East, Allen County, Indiana, and more particularly described as follows, to wit:

Commencing at the South Quarter of Section 31 Township 32 North Range 12 East; thence South 89 degrees 55 minutes 37 seconds East (a bearing based for this description) along the South line of the Southeast One Quarter of said Section, a distance of 1360.6 feet to the East line of the West one-half of said Southeast one quarter; thence North 0 degrees 34 minutes 12 seconds West along said East line, a distance of 706.47 feet to the point of beginning, as marked by a 5/8 inch iron pin set. Beginning at the above described point; thence North 0 degrees 34 minutes 12 seconds West along said East line, a distance of 450.09 feet to a 5/8 inch iron pin; thence North 89 degrees 55 minutes 37 seconds West along the North line of the South 1151.0 feet of said Southeast one-quarter, a distance of 343.60 feet to a 5/8 inch iron pin; thence South 0 degrees 46 minutes 42 seconds East along the West line of a parcel described in document #91-40096, a distance of 450.05 feet to a 5/8 inch iron pin; thence South 89 degrees 55 minutes 37 seconds East, a distance of 341.97 feet to the point of beginning, containing 3.54 acres of land, more or less.

INTEREST TO BE SOLD: Fee simple in the entire parcel, including improvements and fixtures, to be sold "AS-IS," conditioned on the grant of a utility easement connecting the existing water main to the north to planned development immediately to the south.

EMERGENCY RESOLUTION NUMBER 108-11-9-21-2
1630 RICHARDSON STREET COMBINATION SEWER EMERGENCY REPAIR

WHEREAS, a section of an existing 15" VCP combination sewer and manhole has partially collapsed in the alley behind 1630 Richardson Street and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action to return the sewer to normal flow capacity, and;

WHEREAS, repair of the combination sewer is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, Inc., Crosby Excavating. T&E, Inc., and API Construction are invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 9th day of November ,2021.

BOARD OF PUBLIC WORKS

By _____
Shan Gunawardena, Chair

By _____
Kumar Menon, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

EMERGENCY RESOLUTION NUMBER 108-11-9-21-3
EMERGENCY REPAIR - COLWYN LANE CULVERT REPLACEMENT

WHEREAS, a section of an existing 11' x 8' elliptical CMP storm culvert has failed on Colwyn Lane and;

WHEREAS, said failure could not reasonably be foreseen and requires immediate action to return the storm sewer to normal flow capacity, and;

WHEREAS, repair of the storm culvert is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, Inc., Crosby Excavating. T&E, Inc., and API Construction are invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Stormwater Management hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 9th day of November ,2021.

BOARD OF STORMWATER MANAGEMENT

By _____
Matthew Wirtz, Chair

By _____
Shan Gunawardena, Member

By _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0612S

ILLINOIS ROAD SIDEWALK: GETZ ROAD TO THOMAS ROAD
WORK ORDER NO. 0612S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: The north side of Illinois Road by constructing a sidewalk from Getz Road to Thomas Road. The project includes ADA curb ramps, drainage structures, improved drainage, crosswalks, APS and signal upgrades, landscaping, hand rail, retaining wall and sidewalk connections.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16h day of November 2021.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Chris Guerrero, Member

ATTEST: 11.16.21

Michelle Fulk-Vondran, Clerk

RESOLUTION 108-11-16-21-1 OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE PURCHASE OF REAL ESTATE
FOR THE ILLINOIS CROSSING PROJECT

PROJECT#0505N

WHEREAS, the City of Fort Wayne (the "City") wishes to purchase real estate, for the ILLINOIS CROSSING Project; and

WHEREAS, the City wishes to purchase 4 parcels of real estate as shown on the attached drawing;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

To approve the purchase the Real Estate by the City of Fort Wayne, Indiana, of 4 parcels of land for the ILLINOIS CROSSING Project is hereby approved.

APPROVED this 16 day of November 2021.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

White Oak Tank
RESOLUTION NO. 66987

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a 500,000-gallon multi-leg elevated water storage tank, with connection to a 24" diameter watermain and an overflow connection to a storm sewer, including all associated pipe, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, White Oak Tank.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $2,639,000.00.

APPROVED THIS 30 DAY OF November, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Dupont Tank Painting
RESOLUTION NO. 67072

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the painting of the exterior and interior metal surfaces of the elevated water tower, metal repairs to the tank, and the installation of a tank mixer.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Dupont Tank Painting.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $564,300.00.

APPROVED THIS 30 DAY OF November, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Dec

2021

IMPROVEMENT RESOLUTION NO. 0356S

Wheelock Road Sidewalk Connection

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Wheelock Road by adding a 5' sidewalk to the east side of the road to connect existing sidewalks on Rothman Road and Treasure Cove.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7 day of December, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0360S

REED ROAD SIDEWALK CONNECTION TRIED RD TO STELLHORN RD

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Reed Road by adding a new 5' sidewalk on the west side of the road to make connections between sidewalk on Trier Rd and Stellhorn Rd.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7 day of December, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0535D

Alley R00359 E-W: Madison St, E Jefferson Blvd, S Hanna St, Francis St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Improve existing deteriorated concrete alley by removing and replacing concrete, adjusting grade for proper drainage flow, and reconstruct adjacent alley approaches and sidewalk.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7 day of Dec, 20 21.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0536D

Alley R00352 E-W: Madison St, E Jefferson Blvd, Francis St, Harmar St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Improve existing deteriorated concrete alley by removing and replacing concrete, adjusting grade for proper drainage flow, and reconstruct adjacent alley approaches and sidewalk.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7 day of December, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0537D

Alley R00344-10 E-W: Madison St, E Jefferson Blvd, Harmar St, Division St

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Improve existing deteriorated concrete alley by removing and replacing concrete, adjusting grade for proper drainage flow, and reconstruct adjacent alley approaches and sidewalk.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7 day of December, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

NEBRASKA PUMP STATION MODIFICATIONS AND CONSOLIDATION SEWER RESOLUTION NO. 76695

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a new consolidation sewer to connect existing combined sewers around Nebraska Pump Station to Drop Shaft No.6. Regulator structure shall be installed to manage flows in the existing combined sewer and be utilized to send flows to Drop shaft No.6 upon completion. Nebraska Pump Station building shall be removed in its entirety. Pumps at Nebraska Pump Station shall be refurbished/replaced along with all associated electrical equipment, controls, monitoring, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Nebraska Pump Station Modifications and Consolidation Sewer**.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (SRF).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $4,107,000.00.

APPROVED THIS 7 DAY OF December, 20 21.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0629N

FAIRFIELD LIGHTING IMPROVEMENTS PHASE IV

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

New LED Coachman-style lighting on Fairfield Avenue from Rudisill Boulevard to Pettit Avenue

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14 day of December, 2021.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

Resolution #108-12-14-21-1

WHEREAS, Fort Wayne City Utilities (the "Utility"), through the Board of Public Works of the City of Fort Wayne, Indiana ("BoPW") and the Fort Wayne Board of Stormwater Management ("BoSM"), owns several miles of water, sewer, and stormwater pipes in and around the City of Fort Wayne, Indiana, as well as other water, sewer, and stormwater infrastructure necessary to provide safe and reliable service to its customers; and

WHEREAS, the Utility's infrastructure is occasionally damaged by the actions of third parties; and

WHEREAS, in such cases, the Utility's Water, Sewer, or Stormwater Maintenance Department will dispatch a crew to repair the damage and then invoice the cost of the work to the responsible third party; and

WHEREAS, the Utility has established uniform labor and equipment rates for the cost to repair such damage and periodically updates those rates as necessary; and

WHEREAS, the Utility has found that the existing labor and equipment rates being charged by the Utility's Maintenance Departments under Resolution No. 107-12-15-20-1 are insufficient to cover the actual cost of work to repair damage caused by third parties to the Utility's infrastructure; and

WHEREAS, the Utility desires to have the BoPW and the BoSM formally approve updated labor and equipment rates for the Utility's Water, Sewer, and Stormwater Departments beginning January 1, 2022.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the BoPW now finds and elects that the rates and charges for water, sewer, and stormwater maintenance repair work due to property damage caused by third parties to be paid by the third parties should be sufficient to cover the costs of said work;

SECTION 2. That the rates and charges for labor and equipment for water, sewer, and stormwater maintenance repair work are currently insufficient to cover the cost of such work;

SECTION 3. The following labor and equipment rates of the Utility's Water, Sewer, and Stormwater Departments are hereby established with overtime rates to be charged when repairs are performed outside of the normal Maintenance Department hours;

LABOR RATES

Position	Hourly Rate	Overtime Rate
Administrative Assistant - WPCM	$55.46	$83.19
Backhoe Operator	$48.85	$73.28
Dispatcher	$48.67	$70.20
Flusher Assistant - WPCM	$44.06	$66.09
Flusher Operator - WPCM	$46.21	$69.32
Laborer I	$42.56	$63.84
Laborer II	$42.56	$63.84
Laborer II - Spec Equip Op - WMS	$48.22	$72.33
Maintenance Crew Leader - WMS	$49.87	$74.81
Maintenance Crew Leader - WPCM	$50.20	$75.30
Meter Reader/Truck	$46.87	$70.31
Night Investigator	$47.12	$70.68
NPDES Insp Asst	$44.06	$66.09
NPDES Insp Oper	$46.21	$69.32
Plumbing Crew Leader	$50.20	$75.30
PRG MGR II - DIST-CONST	$69.50	$104.25
PRG MGR VI-CONSTRUCT	$83.24	$124.86
PRG MGR VII (WPCP/M)	$75.69	$113.54
PRG MGR VI-MAINT REST	$65.96	$98.94
PRG MGR V (WPCP)	$65.78	$98.67
Service Tech I	$47.20	$70.80
Service Tech II	$49.40	$74.10
Sewer Sys Inspector	$53.87	$80.81
Special Investigator	$48.09	$72.14
Storekeeper	$48.67	$73.01
Supervisor V-DRAIN	$59.66	$89.49
Supervisor VI (WMS)	$56.92	$85.38
Supervisor V-INSPC	$64.05	$96.08
Supervisor V-MAINT	$59.38	$89.07
SUPV V-MAINT REST	$59.38	$91.13
Tandem Driver	$47.04	$70.56
TV Truck Assistant	$44.06	$66.09

TV Truck Technician	$46.21	$69.32
Utility Person	$47.04	$70.56
Vacuum Assistant	$44.06	$66.09
Vacuum Operator	$46.21	$69.32
Water Operator 1	$46.45	$69.68
Water Operator 2	$49.40	$74.10

EQUIPMENT RATES

Item	Item Specs/Notes	Hourly Rate
Air Compressor		$32.13
Backhoe	Loader bucket cap, 2 CY, to 105 HP	$38.10
Board, Arrow		$4.53
Board, Message		$11.60
Boat	Motor & Trailer included	$48.93
Boring Machine	Auger, Directional	$41.04
Bush Hog	Single spindle Rotary Cutters	$20.61
Camera, Mini		$13.87
Camera, Pole		$13.87
Chain Saw	Bar Length 16 In	$1.80
Chain Saw	Bar Length 25 In	$3.73
Chain Saw, Pole	Bar Length 18 In	$2.10
Chainsaw	20" Bar, 3.0 cu in	$1.91
Chainsaw	20" Bar 5.0 cu in	$2.59
Chainsaw	20" Bar 6.0 cu in	$2.77
Chevy Trailblazer		$23.99
Chipper, Brush	18 In, to 200 HP	$50.41
Excavator	2007 model Gradall XL3100 III, 184 HP	$102.62
Excavator	2003 model Gradall XL4100 III, 238 HP	$117.66
Excavator	2006 model Gradall XL5100, 230 HP	$109.03
Excavator, Hydraulic	0.5 CY Capacity, to 45 HP (Mini)	$18.97
Excavator, Hydraulic	1.0 CY Capacity, to 90 HP (Mid-size)	$36.06
Excavator, Hydraulic	1.5 CY Capacity, to 160 HP	$55.30
Excavator, Hydraulic	2.5 CY Capacity, to 265 HP	$158.86
Excavator, Hydraulic	4.5 CY Capacity, to 420 HP	$264.64
Excavator, Hydraulic	7.5 CY Capacity, to 650 HP	$304.91
Excavator, Hydraulic	12 CY Capacity, to 1000 HP	$466.41
Fork Lift	6000 Lbs Capacity, to 60 HP	$14.73
Fork Lift	12000 Lbs Capacity, to 90 HP	$21.12
Generator	16 KW, to 25 HP	$7.81
Generator	43 KW, to 65 HP	$25.56

Hose, Discharge	3 In	$0.16/hr/25ft.
Hose, Discharge	4 In	$0.24/hr/25ft.
Hose, Discharge	6 In	$0.62/hr/25ft.
Hose, Discharge	8 In	$0.62/hr/25ft.
Hose, Discharge	12 In	$0.92/hr/25ft.
Hose, Discharge	16 In	$1.71/hr/25ft.
Hose, Suction	3 In	$0.31/hr/25ft.
Hose, Suction	4 In	$0.37/hr/25ft.
Hose, Suction	6 In	$1.17/hr/25ft.
Hose, Suction	8 In	$1.11/hr/25ft.
Hose, Suction	12 In	$1.73/hr/25ft.
Hose, Suction	16 In	$3.29/hr/25ft.
Line Truck	Diesel Engine	$28.55
Loader, Skid-Steer	Operating Capacity, 3000 Lbs, to 85 HP,	$38.72
Loader-Backhoe, Wheel	Loader Bucket Capacity, 1.75 CY, to 115 HP, Loader and Backhoe Buckets included.	$49.55
Manhole Sealing Truck		$68.04
Pickup Truck	3/4 Ton	$14.32
Pump	Centrifugal, 8M pump, 2" - 10,000 gal/hr., to 4.5 HP, Hoses not included.	$6.31
Pump	Diaphragm pump, 2" - 3,000 gal/hr., to 6 HP, Hoses not included.	$6.98
Pump	Centrifugal, 18M pump, 3" - 18,000 gal/hr. pump, to 10 HP, Hoses not included.	$8.05
Pump	to 15 HP, Hoses not included.	$12.08
Pump	to 25 HP, Hoses not included.	$13.77
Pump	to 40 HP, Hoses not included.	$16.98
Pump	4" - 40,000 gal/hr., 4" - 40,000 gal/hr., to 60 HP, Hoses not included.	$27.45
Pump	to 95 HP, Hoses not included.	$32.77
Pump	to 140 HP, Hoses not included.	$41.84
Pump	to 200 HP, Hoses not included.	$50.79
Pump	to 275 HP, Does not include Hoses.	$68.33
Pump	to 350 HP, Does not include Hoses.	$81.66
Pump	to 425 HP, Does not include Hoses.	$99.01
Pump	to 500 HP, Does not include Hoses.	$117.21
Pump	to 575 HP, Does not include Hoses.	$136.53
Pump	to 650 HP, Does not include Hoses.	$154.88
Pump - Trash Pump	10 MTC, 2" Pump, to 7 HP, 10,000 gph	$7.87
Pump - Trash-Pump	CPB Rating - 10MTC, 10000 gal/Hr, 7 HP, Self- Priming Trash Pump	$7.76
Rake, Harley		$48.59

Service Van	1/2 Ton	$20.48
Skidder	model 748 E, to 173 HP	$56.25
Skidder	model 648 G11, to 177 HP	$105.44
Skidder	model Cat 525B, up to 160 HP	$64.79
Skidder	40K lbs- model Cat 525C, 161 and up HP	$118.77
Sprayer, Hydro Seeder		$14.78
Tractor, Semi		$56.81
Tandem Dump Truck		$79.62
Trailer, Equipment	Capacity, 30 Tons	$16.71
Trailer, Low Bow		$8.67
Trailer, TV		$54.23
Trailer, Flatbed	Capacity 60 tons	$19.30
Trailer, Smoke Testing		$38.88
Trailer, Vacuum Pull Behind		$18.50
Trailer, Small Vacuum Pull Behind		$13.77
Trailer, Backhoe		$16.71
Trailer, Shoring		$16.71
Trailer, Concrete Saw		$15.68
Trencher		$29.53
Truck, Sewer Jet (Flusher)		$76.72
Truck, Vacuum	60,000 GVW, 400 HP,	$76.72
Truck, TV		$108.78
Truck, Tri-Axle Dump		$91.65
Truck, Extend-A-Jet		$18.50
Truck, Valve		$14.32
Truck, Single Axle		$14.32
Truck, Single-Axle Salt		$14.32
Truck, New Main		$14.32
Truck, Maintenance		$14.32
Truck, Hydrant		$14.32
Truck, Complaint		$14.32
Two-Ton Crew Truck		$27.55
Vactor, Combination	800 Gal Spoils/400 Gal Water, 500/800 gal, 49 HP	$85.10
Vehicle, Small		$6.41

SECTION 3. The foregoing labor and equipment rates shall be effective January 1, 2022, and shall continue unless and until updated by a future resolution.

APPROVING LABOR AND MAINTENANCE RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

RESOLUTION NO.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Date: 12.14.2021

Shan Gunawardena, Chair

Kumar Menon, Member

Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

Resolution #108-12-14-21-2

WHEREAS, Fort Wayne City Utilities (the "Utility"), through the Board of Public Works of the City of Fort Wayne, Indiana ("BoPW") and the City of Fort Wayne Board of Stormwater Management ("BoSM"), owns several miles of water, sewer, and stormwater pipes in and around the City of Fort Wayne, Indiana, as well as other water, sewer, and stormwater infrastructure necessary to provide safe and reliable service to its customers; and

WHEREAS, the Utility's infrastructure is occasionally damaged by the actions of third parties; and

WHEREAS, in such cases, the Utility's Water, Sewer, or Stormwater Maintenance Department will dispatch a crew to repair the damage and then invoice the cost of the work to the responsible third party; and

WHEREAS, the Utility has established uniform labor and equipment rates for the cost to repair such damage and periodically updates those rates as necessary; and

WHEREAS, the Utility has found that the existing labor and equipment rates being charged by the Utility's Maintenance Departments under Resolution No. 107-12-15-20-2 are insufficient to cover the actual cost of work to repair damage caused by third parties to the Utility's infrastructure; and

WHEREAS, the Utility desires to have the BoPW and the BoSM formally approve updated labor and equipment rates for the Utility's Water, Sewer, and Stormwater Departments beginning January 1, 2022.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the BoSM now finds and elects that the rates and charges for water, sewer, and stormwater maintenance repair work due to property damage caused by third parties to be paid by the third parties should be sufficient to cover the costs of said work;

SECTION 2. That the rates and charges for labor and equipment for water, sewer, and stormwater maintenance repair work are currently insufficient to cover the cost of such work;

SECTION 3. The following labor and equipment rates of the Utility's Water, Sewer, and Stormwater Departments are hereby established with overtime rates to be charged when repairs are performed outside of the normal Maintenance Department hours;

LABOR RATES

Position	Hourly Rate	Overtime Rate
Administrative Assistant - WPCM	$55.46	$83.19
Backhoe Operator	$48.85	$73.28
Dispatcher	$48.67	$70.20
Flusher Assistant - WPCM	$44.06	$66.09
Flusher Operator - WPCM	$46.21	$69.32
Laborer I	$42.56	$63.84
Laborer II	$42.56	$63.84
Laborer II - Spec Equip Op - WMS	$48.22	$72.33
Maintenance Crew Leader - WMS	$49.87	$74.81
Maintenance Crew Leader - WPCM	$50.20	$75.30
Meter Reader/Truck	$46.87	$70.31
Night Investigator	$47.12	$70.68
NPDES Insp Asst	$44.06	$66.09
NPDES Insp Oper	$46.21	$69.32
Plumbing Crew Leader	$50.20	$75.30
PRG MGR II - DIST-CONST	$69.50	$104.25
PRG MGR VI-CONSTRUCT	$83.24	$124.86
PRG MGR VII (WPCP/M)	$75.69	$113.54
PRG MGR VI-MAINT REST	$65.96	$98.94
PRG MGR V (WPCP)	$65.78	$98.67
Service Tech I	$47.20	$70.80
Service Tech II	$49.40	$74.10
Sewer Sys Inspector	$53.87	$80.81
Special Investigator	$48.09	$72.14
Storekeeper	$48.67	$73.01
Supervisor V-DRAIN	$59.66	$89.49
Supervisor VI (WMS)	$56.92	$85.38
Supervisor V-INSPC	$64.05	$96.08
Supervisor V-MAINT	$59.38	$89.07
SUPV V-MAINT REST	$59.38	$91.13
Tandem Driver	$47.04	$70.56
TV Truck Assistant	$44.06	$66.09

TV Truck Technician	$46.21	$69.32
Utility Person	$47.04	$70.56
Vacuum Assistant	$44.06	$66.09
Vacuum Operator	$46.21	$69.32
Water Operator 1	$46.45	$69.68
Water Operator 2	$49.40	$74.10

EQUIPMENT RATES

Item	Item Specs/Notes	Hourly Rate
Air Compressor		$32.13
Backhoe	Loader bucket cap, 2 CY, to 105 HP	$38.10
Board, Arrow		$4.53
Board, Message		$11.60
Boat	Motor & Trailer included	$48.93
Boring Machine	Auger, Directional	$41.04
Bush Hog	Single spindle Rotary Cutters	$20.61
Camera, Mini		$13.87
Camera, Pole		$13.87
Chain Saw	Bar Length 16 In	$1.80
Chain Saw	Bar Length 25 In	$3.73
Chain Saw, Pole	Bar Length 18 In	$2.10
Chainsaw	20" Bar, 3.0 cu in	$1.91
Chainsaw	20" Bar 5.0 cu in	$2.59
Chainsaw	20" Bar 6.0 cu in	$2.77
Chevy Trailblazer		$23.99
Chipper, Brush	18 In, to 200 HP	$50.41
Excavator	2007 model Gradall XL3100 III, 184 HP	$102.62
Excavator	2003 model Gradall XL4100 III, 238 HP	$117.66
Excavator	2006 model Gradall XL5100, 230 HP	$109.03
Excavator, Hydraulic	0.5 CY Capacity, to 45 HP (Mini)	$18.97
Excavator, Hydraulic	1.0 CY Capacity, to 90 HP (Mid-size)	$36.06
Excavator, Hydraulic	1.5 CY Capacity, to 160 HP	$55.30
Excavator, Hydraulic	2.5 CY Capacity, to 265 HP	$158.86
Excavator, Hydraulic	4.5 CY Capacity, to 420 HP	$264.64
Excavator, Hydraulic	7.5 CY Capacity, to 650 HP	$304.91
Excavator, Hydraulic	12 CY Capacity, to 1000 HP	$466.41
Fork Lift	6000 Lbs Capacity, to 60 HP	$14.73
Fork Lift	12000 Lbs Capacity, to 90 HP	$21.12
Generator	16 KW, to 25 HP	$7.81
Generator	43 KW, to 65 HP	$25.56

Hose, Discharge	3 In	$0.16/hr/25ft.
Hose, Discharge	4 In	$0.24/hr/25ft.
Hose, Discharge	6 In	$0.62/hr/25ft.
Hose, Discharge	8 In	$0.62/hr/25ft.
Hose, Discharge	12 In	$0.92/hr/25ft.
Hose, Discharge	16 In	$1.71/hr/25ft.
Hose, Suction	3 In	$0.31/hr/25ft.
Hose, Suction	4 In	$0.37/hr/25ft.
Hose, Suction	6 In	$1.17/hr/25ft.
Hose, Suction	8 In	$1.11/hr/25ft.
Hose, Suction	12 In	$1.73/hr/25ft.
Hose, Suction	16 In	$3.29/hr/25ft.
Line Truck	Diesel Engine	$28.55
Loader, Skid-Steer	Operating Capacity, 3000 Lbs, to 85 HP,	$38.72
Loader-Backhoe, Wheel	Loader Bucket Capacity, 1.75 CY, to 115 HP, Loader and Backhoe Buckets included.	$49.55
Manhole Sealing Truck		$68.04
Pickup Truck	3/4 Ton	$14.32
Pump	Centrifugal, 8M pump, 2" - 10,000 gal/hr., to 4.5 HP, Hoses not included.	$6.31
Pump	Diaphragm pump, 2" - 3,000 gal/hr., to 6 HP, Hoses not included.	$6.98
Pump	Centrifugal, 18M pump, 3" - 18,000 gal/hr. pump, to 10 HP, Hoses not included.	$8.05
Pump	to 15 HP, Hoses not included.	$12.08
Pump	to 25 HP, Hoses not included.	$13.77
Pump	to 40 HP, Hoses not included.	$16.98
Pump	4" - 40,000 gal/hr., 4" - 40,000 gal/hr., to 60 HP, Hoses not included.	$27.45
Pump	to 95 HP, Hoses not included.	$32.77
Pump	to 140 HP, Hoses not included.	$41.84
Pump	to 200 HP, Hoses not included.	$50.79
Pump	to 275 HP, Does not include Hoses.	$68.33
Pump	to 350 HP, Does not include Hoses.	$81.66
Pump	to 425 HP, Does not include Hoses.	$99.01
Pump	to 500 HP, Does not include Hoses.	$117.21
Pump	to 575 HP, Does not include Hoses.	$136.53
Pump	to 650 HP, Does not include Hoses.	$154.88
Pump - Trash Pump	10 MTC, 2" Pump, to 7 HP, 10,000 gph	$7.87
Pump - Trash-Pump	CPB Rating - 10MTC, 10000 gal/Hr, 7 HP, Self- Priming Trash Pump	$7.76
Rake, Harley		$48.59

Service Van	1/2 Ton	$20.48
Skidder	model 748 E, to 173 HP	$56.25
Skidder	model 648 G11, to 177 HP	$105.44
Skidder	model Cat 525B, up to 160 HP	$64.79
Skidder	40K lbs- model Cat 525C, 161 and up HP	$118.77
Sprayer, Hydro Seeder		$14.78
Tractor, Semi		$56.81
Tandem Dump Truck		$79.62
Trailer, Equipment	Capacity, 30 Tons	$16.71
Trailer, Low Bow		$8.67
Trailer, TV		$54.23
Trailer, Flatbed	Capacity 60 tons	$19.30
Trailer, Smoke Testing		$38.88
Trailer, Vacuum Pull Behind		$18.50
Trailer, Small Vacuum Pull Behind		$13.77
Trailer, Backhoe		$16.71
Trailer, Shoring		$16.71
Trailer, Concrete Saw		$15.68
Trencher		$29.53
Truck, Sewer Jet (Flusher)		$76.72
Truck, Vacuum	60,000 GVW, 400 HP,	$76.72
Truck, TV		$108.78
Truck, Tri-Axle Dump		$91.65
Truck, Extend-A-Jet		$18.50
Truck, Valve		$14.32
Truck, Single Axle		$14.32
Truck, Single-Axle Salt		$14.32
Truck, New Main		$14.32
Truck, Maintenance		$14.32
Truck, Hydrant		$14.32
Truck, Complaint		$14.32
Two-Ton Crew Truck		$27.55
Vactor, Combination	800 Gal Spoils/400 Gal Water, 500/800 gal, 49 HP	$85.10
Vehicle, Small		$6.41

SECTION 3. The foregoing labor and equipment rates shall be effective January 1, 2022, and shall continue unless and until updated by a future resolution.

APPROVING LABOR AND MAINTENANCE RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

RESOLUTION NO.

City of Fort Wayne
Board of Stormwater Management

Date: 12.14.2021

Matthew A. Wirtz, Chair

Shan Gunawardena, Member

Chris Guerrero, Member

Attest:
Michelle Fulk-Vondran, Clerk

Pierson Drain Improvements Phase I
RESOLUTION NO. 83610

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Declares that the Pierson Drain, Drain #1304300, from the north right-of way of Old Maysville Rd. to the north right-of-way of Lake Ave, should be designated as an urban drain because: (i) the drain will not, without construction or reconstruction, provide proper drainage for urban land; (ii) it appears that after a practicable construction or reconstruction proper drainage for urban land can be provided; and (iii) a reasonable part of the land within the watershed has been or is being converted to urban land.

Declares that the Pierson Drain is in need of reconstruction because changes have made the drain inadequate to properly drain the lands affected without extensive repairs including:

> the installation of approximately 438 feet of 12' x 4' reinforced concrete box culvert under Reed Rd., grading a new flow channel through the former Lakeside golf course, relocation and replacement of the adjacent 36" sanitary interceptor (305 LF), improvements to the existing roadside swales along Reed Rd, and final restoration of the site. These improvements will be included under Phase I.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled "Pierson Drain Improvements Phase I", which are on file in the Fort Wayne Stormwater Utility Engineering Department and available for inspection.

On even date herewith, the Board has approved Resolution No. 83855 concerning the Pierson Drain Improvements Phase II. Phase I and Phase II are collectively referred to herein as the "project."

Declares the cost of the project shall be paid by the funds from Fort Wayne Stormwater Utility Revenue.

Declares that completion of the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the Board of Public Works will acquire property rights as part of the project at a total cost of $32,090.13, as described in Attachment A.

Declares that, upon completion of the project, the right of entry associated with the Pierson Drain, Drain #1304300, from the north right-of way of Old Maysville Rd. to the north right-of-way of Lake Ave, shall be reduced from 75 feet from top edge of each bank of an open ditch to 25 feet from top edge of each bank of an open ditch in accordance with Ind. Code § 36-9-27-33(e).

Declares the engineer's estimate of the projects' total cost is $1,600,000 for Phase I and $810,000 for Phase II.

Declares the maximum Assessments to be collected from the affected property owners are those shown in Attachment B - Schedule of Assessments.

Declares the maximum cost of damages to affected property owners are those shown in Attachment C – Schedule of Damages.

Declares that a public hearing on this matter has been scheduled for January 25, 2022.

APPROVED THIS 21st DAY OF December, 2021.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER	
1	Daniel Glaser	1422 Reed Road Fort Wayne, IN 46815		Parcel #02-13-04-101-001.000-070 Deed Reference: Document Number 980087050	X		Acquired	2020055188	$ 764.50
2	Louis and Sandra Bradshaw	4910 Lake Ave. Fort Wayne, IN 46815		Parcel #02-13-04-102-001.000-070 Deed Reference: Document 207010361	X		Acquired	2021013484	$ 7,500.00
3	Matthew and Michelle Anderson	1414 Reed Road Fort Wayne, IN 46815		Parcel #02-13-04-101-002.000-070 Deed Reference: Document Number 970067258	X		Acquired	2021052284	$ 10,600.00
4	Myat Soe	4812 Old Maysville Road Fort Wayne, IN 46815		Parcel #02-13-04-101-106-004.000-070 Deed Reference: Document Number 202089013	X		Acquired	2021027829	$ 4,052.40
5	Larry Brown	4821 Old Maysville Road Fort Wayne, IN 46815		Parcel #02-13-04-102-004.000-070 Deed Reference: Document Number 940037107	X		Acquired	2021026692	$ 8,667.93
6	Black Bear Holdings, LLC	1685 Reed Road Fort Wayne, IN		Parcel #02-08-33-355-001.000-070 Deed Reference: Document Number 2017018257	X		Acquired	2021027209	$ 505.30

Total **$ 32,090.13**

PropertyAddress	City	State	Zip	Benefit Percentage	Construction Cost	Annual Assessment	Urban/Rural
1604 Reed Rd.	Fort Wayne	IN	46815	60.32%	0%	$0.00	Urban
4911 Lake Ave.	Fort Wayne	IN	46815	2.65%	0	$0.00	Urban
1422 Reed Rd	Fort Wayne	IN	46815	2.07%	0%	$0.00	Urban
4910 Lake Ave.	Fort Wayne	IN	46815	7.16%	0%	$0.00	Urban
1414 Reed Rd.	Fort Wayne	IN	46815	5.71%	0%	$0.00	Urban
4821 Old Maysville Rd.	Fort Wayne	IN	46815	4.82%	0%	$0.00	Urban
4812 Old Maysville Rd.	Fort Wayne	IN	46815	1.66%	0%	$0.00	Urban
1321 Reed Rd.	Fort Wayne	IN	46815	2.54%	0%	$0.00	Urban
1313 Reed Rd.	Fort Wayne	IN	46815	2.70%	0%	$0.00	Urban
4727 Valley View Dr.	Fort Wayne	IN	46815	2.39%	0%	$0.00	Urban
1120 Reed Rd.	Fort Wayne	IN	46815	1.92%	0%	$0.00	Urban
1112 Reed Rd.	Fort Wayne	IN	46815	1.45%	0%	$0.00	Urban
1104 Reed Rd.	Fort Wayne	IN	46815	1%	0%	$0.00	Urban
1018 Reed Rd.	Fort Wayne	IN	46815	1.45%	0%	$0.00	Urban
1008 Reed Rd.	Fort Wayne	IN	46815	1.71%	0%	$0.00	Urban

Schedule of Damages

PIN	Legal	PropertyAddress	City	State	Zip	Damages
02-08-33-355-001.000-070	N PT BOURIES RES N OF LAKE AVE & E OF REED ROAD SEC 4	1604 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-04-103-007.000-070	LAKEHURST ADD SEC A LOT 1	4911 Lake Ave.	Fort Wayne	IN	46815	$0.00
02-13-04-101-001.000-070	Northwest Quarter of Section 4, Township 30 North, Range 13 East, Adams Township, Allen Co	1422 Reed Rd	Fort Wayne	IN	46815	$0.00
02-13-04-102-001.000-070	Northwest Quarter of Section 4, Township 30 North, Range 13 East, Adams Township, Allen Co	4910 Lake Ave.	Fort Wayne	IN	46815	$0.00
02-13-04-101-002.000-070	Northwest Quarter of Section 4, Township 30 North, Range 13 East, Adams Township, Allen Co	1414 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-04-102-004.000-070	Northwest Quarter of Section 4, Township 30 North, Range 13 East, Adams Township, Allen Co	4821 Old Maysville Rd.	Fort Wayne	IN	46815	$0.00
02-13-04-106-004.000-070	Part of Lot 14 in Caribe Colony, as recorded in Plat Book 26	4812 Old Maysville Rd.	Fort Wayne	IN	46815	$0.00
02-13-05-228-012.000-070	Northwest Quarter of Section 5, Township 30 North, Range 13 East, Adams Township, Allen Co	1321 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-05-228-013.000-070	Northeast Quarter of Section 5, Township 30 North, Range 13 East, Adams Township, Allen Co	1313 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-05-228-015.000-070	Northeast Quarter of Section 5, Township 30 North, Range 13 East, Adams Township, Allen Co	4727 Valley View Dr.	Fort Wayne	IN	46815	$0.00
02-13-04-105-001.000-070	Part of Lot 13 in Caribe Colony, as recorded in Plat Book 26	1120 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-04-105-002.000-070	Part of Lot 12 in Caribe Colony, as recorded in Plat Book 26	1112 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-04-105-003.000-070	Part of Lot 11 in Caribe Colony, as recorded in Plat Book 26	1104 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-04-105-004.000-070	Part of Lot 10 in Caribe Colony, as recorded in Plat Book 26	1018 Reed Rd.	Fort Wayne	IN	46815	$0.00
02-13-04-105-005.000-070	Part of Lot 09 in Caribe Colony, as recorded in Plat Book 26	1008 Reed Rd.	Fort Wayne	IN	46815	$0.00

Pierson Drain Improvements Phase II
RESOLUTION NO. 83855

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Declares that the Pierson Drain, Drain #1304300, from the north right-of way of Old Maysville Rd. to the north right-of-way of Lake Ave, should be designated as an urban drain because: (i) the drain will not, without construction or reconstruction, provide proper drainage for urban land; (ii) it appears that after a practicable construction or reconstruction proper drainage for urban land can be provided; and (iii) a reasonable part of the land within the watershed has been or is being converted to urban land.

Declares that the Pierson Drain is in need of reconstruction because changes have made the drain inadequate to properly drain the lands affected without extensive repairs including:

> the grading, planting, and establishment of a two-stage ditch (Pierson Drain) between Old Maysville Rd. and Lake Ave, the relocation and replacement of the adjacent 36" sanitary interceptor (470 LF), installation of a 12' x 5' reinforced concrete box culvert under Lake Ave., and final restoration of the site. These improvements will be included under Phase II.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled "Pierson Drain Improvements Phase II", which are on file in the Fort Wayne Stormwater Utility Engineering Department and available for inspection.

On even date herewith, the Board has approved Resolution No. 83610 concerning the Pierson Drain Improvements Phase I. Phase I and Phase II are collectively referred to herein as the "project."

Declares the cost of the project shall be paid by the funds from Fort Wayne Stormwater Utility Revenue.

Declares that completion of the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the Board of Public Works will acquire property rights as part of the project at a total cost of $32,090.13, as described in Attachment A.

Declares that, upon completion of the project, the right of entry associated with the Pierson Drain, Drain #1304300, from the north right-of way of Old Maysville Rd. to the north right-of-way of Lake Ave, shall be reduced from 75 feet from top edge of each bank of an open ditch to 25 feet from top edge of each bank of an open ditch in accordance with Ind. Code § 36-9-27-33(e).

Declares the engineer's estimate of the projects' total cost is $1,600,000 for Phase I and $810,000 for Phase II.

Declares the maximum Assessments to be collected from the affected property owners are those shown in Attachment B - Schedule of Assessments.

Declares the maximum cost of damages to affected property owners are those shown in Attachment C – Schedule of Damages.

Declares that a public hearing on this matter has been scheduled for January 25, 2022.

APPROVED THIS 21st DAY OF December, 2021.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Chris Guerrero, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk